

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF MOUNTAIN VIEW

AND THE

MOUNTAIN VIEW PROFESSIONAL
FIREFIGHTERS, LOCAL 1965

JULY 1, 2007 TO JUNE 30, 2011

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Preamble

On the date hereinafter subscribed, authorized representatives of the CITY OF MOUNTAIN VIEW (herein referred to as "City") and authorized representatives of the MOUNTAIN VIEW PROFESSIONAL FIREFIGHTERS UNION LOCAL 1965 (hereinafter referred to as "Union") made and entered into this Memorandum of Understanding (MOU).

This MOU is subject to all existing State laws and the Charter, ordinances, resolutions, Administrative Rules and Personnel Rules of City, except as expressly provided to the contrary by this MOU.

The Union and City agree that all meet-and-confer requirements, under the Meyers-Milias-Brown Act, Government Code Section 3500 *et seq.*, except as they might have been specifically exempted in this Agreement, have been met for the period of July 1, 2000 through June 30, 2006. During the term of this Agreement, no benefits or practices expressly covered by this Agreement may be changed without the mutual agreement of both parties. If the City desires to change any matter not expressly covered by this Agreement which is subject to the meet-and-confer process, the City may implement such change only after the City has met and conferred with the Union. The meet-and-confer process shall include any applicable impasse procedures. The City recognizes the Union as the exclusive bargaining representative for employees occupying the following classifications: Firefighter, Firefighter/Paramedic, Firefighter – Hazardous Materials, Firefighter/Paramedic – Hazardous Materials, Fire Engineer, Fire Engineer/Paramedic, Fire Engineer – Hazardous Materials, Fire Captain, Fire Captain – Hazardous Materials, Deputy Fire Marshal, Training Officer and Fire Prevention Officer, herein referred to as "represented members" or "members."

Reference to Suppression personnel include the classifications of Firefighter, Firefighter/Paramedic, Firefighter – Hazardous Materials, Fire Engineer, Firefighter/Paramedic – Hazardous Materials, Fire Engineer/Paramedic, Fire Engineer – Hazardous Materials, Fire Captain and Fire Captain – Hazardous Materials. Reference to Prevention personnel include the classifications of Deputy Fire Marshal, Training Officer and Fire Prevention Officer.

0.01 Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for the positions of Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Engineer/Paramedic, Fire Captain, Deputy Fire Marshal, Fire Prevention Officer, Fire Training Officer, Firefighter – Hazardous Materials I and II, Firefighter/Paramedic Hazardous Materials I and II, Fire Engineer – Hazardous Materials I and II, Fire Captain – Hazardous Materials I and II, hereinafter referred to as "represented members" or "members."

0.02 Union Security

Open Shop – The Union will represent the unit; however, a represented employee is not required to join the union or pay dues.

0.03 Dues Check Off

The City agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the City to the Treasurer of the Union.

0.04 Discrimination

Discrimination and/or harassment of an applicant or employee by a supervisor, management employee or coworker on the basis of race, religion, color, national origin, ancestry, handicap, disability, medical condition, marital status, sex, sexual orientation, age, **physical and mental disability or political opinion and affiliation** will not be tolerated. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.

0.05 Union Activity

There shall be no discrimination, interference, restraint, or coercion by the City against any employee for his/her activity on behalf of, or membership in, the Union.

0.06 Bulletin Board Space

The City shall provide approximately 24 square feet of space on bulletin boards for the use of the Union in the fire station and in the fire prevention office at convenient locations accessible to employees.

0.07 Possession of MOU, Printing and Supply

The City will maintain the permanent copy of the MOU in the City's Document Processing Center. The City will provide six (6) copies of this Agreement and any future Agreement to the Union printed on 8-1/2" x 11" paper.

During the term of this contract, the City is to send a copy of an updated MOU annually in electronic format (pdf. or other compatible read-only format) and to keep said MOU up-to-date relative to salary tables and any side letters.

0.07.01 Union Newsletter

The City agrees to cover all printing and mailing costs associated with the firefighters newsletter, produced by the Union. Union the agrees to cover all City events in this newsletter. The Union will maintain sole editorial rights as to the contents of the newsletter.

0.08 Office Space

Office space will be provided as agreed to by the Fire Chief and Union President.

1.00 Salary

Effective the first pay period ending in July 2007, the City shall increase the salary ranges of all classifications in the bargaining unit by four and one-half percent (4.5%) cost-of-living adjustment (COLA) and four percent (4.0%) equity adjustment.

Effective the first pay period ending in July 2007, in addition to the above increases, the City shall increase the salary ranges for the classifications of Fire Captain and Deputy Fire Marshal by a three percent (3%) equity adjustment.

Salary table reflecting salary increases in Year 1 (July 1, 2007 through June 30, 2008) is shown below:

<u>Year 1 – Effective 7/1/07</u>			<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
Fire Prevention Officer I	VIII	FL	\$2,941.03	\$3,088.88	\$3,242.97	\$3,404.49	\$3,574.71
Training Officer I	VIII	FL	2,941.03	3,088.88	3,242.97	3,404.49	3,574.71
Firefighter	VIII	FL	3,025.51	3,177.10	3,336.14	3,502.64	3,677.84
Fire Prevention Officer II	VIII	FL	3,086.41	3,240.46	3,403.24	3,572.22	3,751.13
Firefighter/Hazardous Materials I	VIII	FL	3,101.16	3,256.51	3,419.55	3,590.20	3,769.77
Firefighter/Hazardous Materials II	VIII	FL	3,176.79	3,335.95	3,502.95	3,677.75	3,861.72
Fire Engineer	VIII	FL	3,319.99	3,485.24	3,660.42	3,843.08	4,035.69
Firefighter/Paramedic	VIII	FL	3,357.27	3,525.01	3,701.43	3,886.59	4,080.42
Firefighter/Paramedic, Hazardous Materials I	VIII	FL	3,441.20	3,613.14	3,793.97	3,983.75	4,182.43
Firefighter/Paramedic, Hazardous Materials II	VIII	FL	3,525.13	3,701.26	3,886.50	4,080.92	4,284.44
Fire Engineer/Hazardous Materials I	VIII	FL	3,402.97	3,572.38	3,751.94	3,939.15	4,136.57
Fire Engineer/Hazardous Materials II	VIII	FL	3,485.99	3,659.49	3,843.43	4,035.22	4,237.46
Fire Prevention Officer III	VIII	FL	3,588.36	3,767.31	3,956.17	4,153.72	4,361.22
Fire Engineer/Paramedic	VIII	FL	3,685.28	3,870.42	4,063.00	4,266.79	4,480.51
Fire Captain	VIII	FL	3,873.24	4,067.71	4,269.97	4,484.00	4,708.46
Deputy Fire Marshal	VIII	FL	3,879.79	4,074.23	4,277.81	4,491.83	4,716.31
Fire Captain/Hazardous Materials I	VIII	FL	3,970.07	4,169.40	4,376.71	4,596.07	4,826.14
Fire Captain/Hazardous Materials II	VIII	FL	4,066.89	4,271.09	4,483.45	4,708.18	4,943.87

Effective the first pay period ending in July 2008, the City shall increase the salary ranges of all classifications in the bargaining unit by four and one-half percent (4.5%) cost-of-living adjustment (COLA).

Salary table reflecting salary increases in Year 2 (July 1, 2008 through June 30, 2009) is shown below:

<u>Year 2 – Effective 7/1/08</u>			<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
<u>Position</u>							
Fire Prevention Officer I	VIII	FL	3073.38	3227.88	3388.90	3557.69	3735.57
Training Officer I	VIII	FL	3073.38	3227.88	3388.90	3557.69	3735.57
Firefighter	VIII	FL	3161.66	3320.07	3486.27	3660.26	3843.34
Fire Prevention Officer II	VIII	FL	3225.30	3386.28	3556.39	3732.97	3919.93
Firefighter/Hazardous Materials I	VIII	FL	3240.71	3403.05	3573.43	3751.76	3939.41

Firefighter/Hazardous Materials II	VIII FL	3319.75	3486.07	3660.58	3843.25	4035.50
Fire Engineer	VIII FL	3469.39	3642.08	3825.14	4016.02	4217.30
Firefighter/Paramedic	VIII FL	3508.35	3683.64	3867.99	4061.49	4264.04
Firefighter/Paramedic, Hazardous Materials I	VIII FL	3596.06	3775.73	3964.69	4163.03	4370.64
Firefighter/Paramedic, Hazardous Materials II	VIII FL	3683.76	3867.82	4061.39	4264.56	4477.24
Fire Engineer/Hazardous Materials I	VIII FL	3556.10	3733.14	3920.78	4116.41	4322.72
Fire Engineer/Hazardous Materials II	VIII FL	3642.86	3824.17	4016.38	4216.80	4428.15
Fire Prevention Officer III	VIII FL	3749.84	3936.84	4134.20	4340.64	4557.47
Fire Engineer/Paramedic	VIII FL	3851.12	4044.59	4245.84	4458.80	4682.13
Fire Captain	VIII FL	4047.54	4250.76	4462.12	4685.78	4920.34
Deputy Fire Marshal	VIII FL	4054.38	4257.57	4470.31	4693.96	4928.54
Fire Captain/Hazardous Materials I	VIII FL	4148.72	4357.02	4573.66	4802.89	5043.32
Fire Captain/Hazardous Materials II	VIII FL	4249.90	4463.29	4685.21	4920.05	5166.34

Effective the first pay period ending in July 2009, the City shall increase the salary ranges of all classifications in the bargaining unit by four and one-half percent (4.5%) cost-of-living adjustment (COLA).

Effective the first pay period ending in July 2010, the City shall increase the salary ranges of all classifications in the bargaining unit by four and two-tenths percent (4.2%) cost-of-living adjustment (COLA).

All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest dollar in accordance with the procedures established by the Employee Services Director and Finance and Administrative Services Director.

1.01 Holiday In-Lieu

1.01.01 Suppression Division

Holiday in-lieu pay for represented members assigned to the Suppression Division shall be increased from five percent (5.0%) to five and one-half percent (5.5%) effective the first pay period ending July 2007.

1.01.02 Fire Prevention Bureau Holidays

Fire Prevention Bureau personnel have the option of taking four (4) holidays and receiving **five and one-half percent (5.5%)** holiday in-lieu pay or taking eleven (11) holidays and receiving no holiday in-lieu pay.

The following holidays are observed by the City:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Day preceding or following Christmas Day	

1.02 Career Development Program

The purpose of this program is to award those represented by the Fire Union in recognition of achievement of education, training and experience. This program is to raise the level of education and competence in Fire service personnel. City and Union agree to the Fire Department Career Development Program, which replaces the current Specialized Fire Services Advanced Certification (Section 1.02.02) and the current compensation of (\$32.20 per pay period), detailed as follows:

1.02.01 Incentive Program Criteria

Effective the first pay period ending July 2007, to qualify for award, employees shall have completed combinations of education, training and experience as prescribed in each of the five (5) levels. Those levels are Basic (Level 1), Intermediate (Level 2), Intermediate Plus A.A. or A.S. Degree (Level 3), Advanced (Level 4) and Advanced Plus B.A. or B.S. Degree (Level 5). The levels are incremental, and not cumulative. The maximum that can be earned is \$600 per month. For example, when an employee qualifies for the Intermediate Level (\$325/month), the increment will be \$150/month in addition to the \$175/month for the Basic Level.

- A. Training Points: Sixteen (16) classroom hours of Fire Service Training shall equal one (1) training point. Such training must be conducted in a classroom or other appropriate site, in increments of two (2) hours or more per program, taught by a qualified instructor, concluded with appropriate testing and for which regular records are kept. One semester unit from an accredited college or university equals 1 training point.

Training points shall be awarded for the completion of approved courses listed in Section 1.02.06 below.

- B. Education Points: One (1) semester unit shall equal one (1) education point and one quarter unit shall equal two-thirds of a point. Such units of credit shall have been awarded by an accredited college or university.
- C. All education and training must be supported by copies of transcripts, diplomas and other verifying documents submitted to the Training Battalion Chief. When college credit is awarded, it shall be counted for either training or education points, whichever is to the advantage of the applicant.

1.02.02 Career Development Program (Suppression Personnel)

- | | |
|---|--------------------|
| • Basic Level (Level 1) | \$175.00 per month |
| • Intermediate Level (Level 2) | \$325.00 per month |
| • Intermediate Level Plus A.A. or A.S. Degree (Level 3) | \$400.00 per month |
| • Advanced Level (Level 4) | \$440.00 per month |
| • Advanced Plus B.A. or B.S. Degree (Level 5) | \$600.00 per month |

Basic Level (Level 1): To be eligible for this level, Fire members must complete the following required training experience, and licensing.

- Successfully complete initial probationary period with the Mountain View Fire Department; and

- Maintain Santa Clara County Accreditation as an EMT-D or EMT-P; and
- The classification of Firefighter, Firefighter/Paramedic, Fire Engineer and Fire Engineer/Paramedic must maintain a valid California Class B Restricted Firefighter Driver's License.

Intermediate Level (Level 2): To be eligible for this level, Fire members must complete each of the following requirements:

- Minimum of four (4) years of experience with the Mountain View Fire Department and continue to meet all the requirements of the Basic Level; and
- Qualified to work in the next higher ranks as shown below and agree to do so when asked to:

- Firefighter to Fire Engineer:
- Firefighter/Paramedic to Fire Engineer

(Refusal will result in an employee being disqualified from the Intermediate Level of compensation.); and

- Completion of Core Training as follows:
 - CSFM Fire Instructor 1A
 - CSFM Fire Prevention 1A
 - CSFM Fire Management 1
 - CSFM Fire Investigation 1
 - CSFM Fire Command 1A or 1B or 1C

And in addition to the above,

- A combination of years of experience with the Mountain View Fire Department and training/education.

Training/education points as follows:

Years of Service with MVFD	Training/Education Points
4	30
6	20
8	5

Note: Completion of Acting Captain certification and agreement to work in that capacity may be substituted for 10 elective training points.

Intermediate Level Plus A.A./A.S. Degree (Level 3):

- Meet all above requirements for the Intermediate Level; and
- A.A./ A.S. Degree (from an accredited college or university).

Advanced Level (Level 4): To be eligible for this level, Fire members must complete the required training, education and out-of-class experience in the next higher classification.

- Minimum of eight (8) years with Mountain View Fire Department and continue to meet all requirements of the Basic Level; and
- Qualified to work in the next higher ranks shown below and agree to do so when asked to:
 - Firefighter to Fire Captain
 - Firefighter/Paramedic to Fire Captain
 - Fire Engineer to Fire Captain
 - Fire Engineer/Paramedic to Fire Captain
 - Fire Captain to Battalion Chief

(Refusal will result in an employee being disqualified from the Advanced Level of compensation.);

And

- Completion of Core Training as follows:
 - Completion of CSFM Fire Officer 1 Certificate; and in addition to the above,
- A combination of years of experience with the Mountain View Fire Department and training/ education.

Training/ education points as follows:

Years of Service with MVFD	Training/Education Points
8	25
12	10

Note: Completion of Acting Captain or Battalion Chief certification may be submitted for 10 elective training points.

Advanced Level Plus (Level 5)

- Must meet all above requirements for the Advanced Level; and
- B.A./B.S. Degree (from an accredited college or university).

1.02.03 Career Development Program (Deputy Fire Marshal)

- Basic Level (Level 1) \$175.00 per month
- Intermediate Level (Level 2) \$325.00 per month
- Intermediate Level Plus A.A. or A.S. Degree (Level 3) \$400.00 per month
- Advanced Level (Level 4) \$440.00 per month
- Advanced Plus B.A. or B.S. Degree (Level 5) \$600.00 per month

Basic Level (Level 1): To be eligible for this level, Deputy Fire Marshal must complete the following required training experience, and licensing.

- Successfully complete initial probationary period with the Mountain View Fire Department; and

- Successfully complete:
 - CSFM Fire Investigator 1A; and
 - PC 832; and
 - CSFM Fire Prevention 1A

Intermediate Level (Level 2): To be eligible for this level, Deputy Fire Marshal must complete each of the following requirements:

- Minimum of four (4) years of experience with the Mountain View Fire Department and continue to meet all the requirements of the Basic Level; and
- Completion of Core Training as follows:
 - CSFM Fire Investigator 1B; combined with the requirements at the Basic Level.
 - CSFM Fire Prevention Office 1B and 1C; combined with the requirements at the Basic Level; and in addition to the above,
- A combination of years of experience with the Mountain View Fire Department and training/education.

Training/education points as follows:

Years of Service with MVFD	Training/Education Points
4	30
6	20
8	5

Intermediate Level Plus A.A./A.S. Degree (Level 3):

- Meet all above requirements for the Intermediate Level; and
- A.A./A.S. Degree (from an accredited college or university).

Advanced Level (Level 4): To be eligible for this level, Deputy Fire Marshal must complete the required training, education and out-of-class experience in the next higher classification.

- Minimum of eight (8) years with Mountain View Fire Department and continue to meet all requirements of the Basic Level; and
- Qualified to work in the next higher rank and agree to do so when asked to.
 - Deputy Fire Marshal to Fire Marshal

(Refusal will result in an employee being disqualified from the Advanced Level of compensation.);

And

- Completion of Core Training as follows:
 - Completion of CSFM Fire Investigator Classes: 1A, 1B, and PC832 (Deputy Fire Marshal);
 - Completion of CSFM Fire Prevention Classes: 1A, 1B, and 1C (Deputy Fire Marshal);
 - Completion of CSFM Fire Investigator Classes: 2A and 2B (Deputy Fire Marshal);
 - Completion of CSFM Fire Prevention Classes: 2A, 2B, and 2C (Deputy Fire Marshal); and, in addition to the above,
- A combination of years of experience with the Mountain View Fire Department and training/education.

Training/education points as follows:

Years of Service with MVFD	Training/Education Points
8	25
12	10

Note: Completion of Acting Fire Marshal Certification may be submitted for 10 elective training points (Deputy Fire Marshals).

Advanced Level Plus B.A./B.S. Degree(Level 5):

- Must meet all above requirements for the Advanced Level; and
- B.A./B.S. Degree (from an accredited college or university).

NOTE: Completion of Acting Fire Marshal certification (to be developed) and agreement to work in that capacity may be substituted for 10 elective training points (Deputy Fire Marshal).

Members transferring from Suppression Division at the Advanced Level shall have a three-year grace period after promotion to allow time to achieve higher-level qualifications.

The Fire Chief reserves the right to add courses approved by the California State Fire Marshal.

1.02.04 List of Approved Courses

California State Fire Marshal Approved Courses

Command Training:

Fire Command 1A: Command Principles for Company Officers
Fire Command 1B: Incident Management for Company Officers
Fire Command 1C: I-Zone Fire Fighting For Company Officers
Fire Command 2A: Command Tactics at Major Fires
Fire Command 2B: Management of Major HazMat Incidents
Fire Command 2C: High-rise Fire Fighting Tactics
Fire Command 2D: Planning for Large-Scale Disasters
Fire Command 2E: Wildland Fire Fighting Tactics

Instructor Training:

Fire Instructor 1A: Instructional Techniques, Part 1
Fire Instructor 1B: Instructional Techniques, Part 2
Fire Instructor 2A: Techniques of Evaluation
Fire Instructor 2B: Group Dynamics/Problem Solving
Fire Instructor 2C: Employing Audio/Visual Aids
Ethical Leadership in the Classroom
Instructional Techniques for Company Officers

Investigations Training:

Fire Investigation 1A: Fire Origin and Cause Determination

Fire Investigation 1B: Techniques of Fire Investigation

Fire Investigation 2A: Criminal and Legal Procedures

Fire Investigation 2B: Field Case Studies

Management Training:

Fire Management 1: Management/Supervision for Company Officers

Fire Management 2A: Organizational Development and Human Relations

Fire Management 2B: Financial Management

Fire Management 2C: Personnel and Labor Relations

Fire Management 2D: Master Planning

Fire Management 2E: Contemporary Issues and Concepts

Fire Service Supervision (Increasing Personal Effectiveness)

Fire Service Supervision (Increasing Team Effectiveness)

Fire Prevention Training:

Fire Prevention 1A: Introduction to the California Fire Code

Fire Prevention 1B: Inspection of Fire Protection Systems and Special Hazards

Fire Prevention 1C: Flammable Liquids and Gases

Fire Prevention 2A: Protection Systems and Building Components

Fire Prevention 2B: Interpreting the UBC and CBC

Fire Prevention 2C: Special Hazard Occupancies

Fire Prevention 3A: Hydraulic Sprinkler Calculations

Fire Prevention 3B: Plan Checking

Public Education 1: Systematic Planning and Communication Skills

Driver/Operator Training:

Basic Emergency Vehicle Operations

Basic Pump Operations

Fire Apparatus Driver/Operator 1A: Emergency Vehicle Operations

Fire Apparatus Driver/Operator 1B: Pump Operations

Fire Fighting Techniques:

Fire Control 1: Basic Fire Chemistry

Fire Control 2: Basic Operations – Structural

Fire Control 3: Structural Fire Fighting
Fire Control 4: Oil and Gas Fire Fighting
Fire Control 4A/B: Flammable Gases and Liquids
Fire Control 5: Aircraft Rescue and Fire Fighting
Fire Control 6: Wildland Fire Fighting Essentials
Fire Control 7: Wildland Fire Fighting

Special Operations:

Auto Extrication
Confined Space Rescue Awareness
Low Angle Rope Rescue Operational
Rapid Intervention Crew Tactics
Rescue Boat Operations
River and Flood Water Rescue
Trench Rescue
Rescue Systems I
Rescue Systems II

Incident Command Training:

I-400: Advanced ICS
I-402: ICS for Executives
S-130: Firefighter Training
S-131: Firefighter Type 1 Training
S-134: Lookouts, Communications, Escape Routes and Safety Zones
S-190: Introduction to Wildland Fire Behavior
S-200: Initial Attack Incident Commander Type 4
S-203: Introduction to Incident Information
S-212: Wildland Fire Chain Saws
S-215: Fire Operations in the Wildland/Urban Interface
S-216: Driving for the Fire Service
S-230: Crew Boss - Single Resource
S-231: Engine Boss – Single Resource
S-232: Dozer Boss – Single Resource
S-233: Tractor/Plow Boss – Single Resource
S-234: Ignition Operations
S-244: Field Observer
S-245: Display Processor
S-248: Status/Check-in Recorder
S-258: Incident Communications Technician
S-260: Interagency Incident Business Management
S-261: Allied Interagency Incident Business Management

S-270: Basic Air Operations
S-271: Helicopter Crewmember
S-273: Single Engine Air Tanker Manager
S-290: Intermediate Wildland Fire Behavior
S-300: Incident Commander Extended Attack
S-330: Task Force/Strike Team Leader
S-330: Task Force/Strike Team Leader All Risk
S-336: Tactical Decision Making in Wildland Fire
S-339: Division/Group Supervisor
S-339: Division/Group Supervisor All Risk
S-346: Situation Unit Leader
S-347: Demobilization Unit Leader
S-348: Resources Unit Leader
S-354: Facilities Unit Leader
S-355: Ground Support Unit Leader
S-356: Supply Unit Leader
S-357: Food Unit Leader
S-358: Communications Unit Leader
S-359: Medical Unit Leader
S-360: Finance/Administration Unit Leader
S-371: Helibase Manager
S-378: Air Tactical Group Supervisor
S-390: Introduction to Wildland Fire Behavior Calculations
S-400: Incident Commander
S-403: Information Officer
S-404: Safety Officer
S-420: Command and General Staff
S-430: Operations Section Chief
S-430: Operations Section Chief All Risk
S-440: Planning Section Chief
S-445: Incident Training Specialist
S-450: Logistics Section Chief
S-460: Finance/Administration Section Chief
S-470: Air Operations Branch Director

1.03 Out-of-Class Pay (See Also Acting Section 9.06)

1.03.01 Eligibility

Represented personnel shall be eligible for out-of-class pay only after completion of appropriate training and after certification by the Fire Chief pursuant to the City's out-of-class pay policy.

1.03.02 Condition when Applicable

Effective the first pay period following ratification by the Union and approval of this agreement by the City Council, out-of-class shall be applicable only after four (4) hours or more of a shift is worked in a higher classification than the regular classification. Out-of-class will be paid for the entire work shift at the premium pay as set forth in Section 9.06.01 of this MOU **Acting-As position**.

1.04 Hours of Work

1.04.01 Fire Suppression

Fire suppression personnel shall work a 3-platoon, 24-hour shift. The 24-hour shift shall commence at 0800 hours and continue through to 0800 hours the following day. Fire suppression personnel shall work a 56-hour average work week.

1.04.02 Fire Prevention/Fire Training

Fire prevention personnel shall work a 40-hour average work week, with the option of working either four 10-hour work days or five 8-hour work days.

1.05 Bilingual Pay

Effective the first pay period ending July 2007, qualified represented members will be eligible for bilingual pay at \$100 per month for conversational level skills (Level 1) and \$200 per month for advanced fluent skills (Level 2). To qualify, employees must be tested for fluency as prescribed and certified by the Employee Services Director or his/her designee. Testing procedures and skill levels of proficiency for Levels 1 and 2 shall be determined by the Employee Services Director and Fire

Chief or his/her designee. This may include such specialized communications skills, including sign language.

The Fire Chief shall have the discretion to determine the relevant language skills that are necessary to respond to the community's needs. Those languages shall be identified with assistance from personnel overseeing the City's Community Outreach Program. Currently, the recognized languages are Russian, Spanish, Mandarin Chinese and Cantonese Chinese.

Eligibility requirements/qualifications for Level 1 (conversational) and Level 2 (fluent) bilingual pays will be determined by the Employee Services Director in consultation with the Fire Chief. Testing will be administered by the Employee Services Director or his/her designee through the Berlitz Institute. For those employees tested for conversational/functional language skills (Level 1), at a proficiency level of 1 to 3, compensation will be paid at \$100 per month. For those employees tested at a proficiency Level 4 or above, which is the advanced fluency language skills (Level 2), compensation will be paid at \$200 per month.

1.06 Compensatory Time Accrual Caps for Deputy Fire Marshals

Effective July 1, 1995, the maximum compensatory time accrual cap for represented Deputy Fire Marshal personnel shall be eighty (80) hours. If a represented member reaches his/her compensatory time accrual cap, the member will cease to accrue additional compensatory time until their compensatory time balance is once again below the cap. Employees will be paid at the overtime rate for time worked in excess of 40 hours that is not recorded as compensatory time.

2.00 Tuition Reimbursement

Effective the first pay period ending in July 2007, represented members shall be eligible to receive reimbursement for tuition, books, fees, etc., up to \$1,500 per fiscal year, when members pursue approved departmental educational goals. This reimbursement program shall be administered by the Employee Services Department, and all rules and regulations of the program are outlined in the City Administrative Instruction 13.4. Any amount in excess of \$1,000 per year must apply directly towards an undergraduate or graduate degree from an accredited college or university.

2.01 Class "B" Driver's License

The Fire Department will only pay for a Restricted Firefighter Class B license. The Executive Assistant will reimburse only with proper receipt from the Department of Motor Vehicles (DMV).

Physical examination required for commercial Class B licenses shall be paid for by the employee.

The City will handle violations and infractions resulting in suspension/restrictions of the employee's driving privileges on a case-by-case basis. Disqualification of driving privileges by operation of AB 3049 will not result in automatic termination or discipline.

2.01.01 Pull Notice Policy

The Pull Notice Program is designed to provide notification to the City of convictions, accidents or actions taken against licensed drivers holding a Class A or B license. When a Pull Notice (DMV Driver Report Information Form) is received by the Employee Services Department regarding a suspension, revocation or restricted license, the following process shall be implemented:

1. A phone call will be made the same day to the driver's supervisor or department head.
2. The DMV record will be sent the same day to the department head in a confidential envelope.
3. The supervisor will immediately discuss the license suspension, revocation or restriction with the employee and a representative from the union, if the employee chooses to have representative, and give the employee oral and written instructions regarding limitations or prohibitions of that employee's operations of City vehicles
4. If the employee feels that the information is invalid, the employee and his/her department head or Employee Services Department is responsible for obtaining proof of the error and shall be restricted from operating City vehicles until an acceptable proof to the City's satisfaction is obtained that the license is not suspended, revoked or restricted or that the employee may drive with acceptable City restrictions. This information is to be brought immediately to the Employee Services Department by the Department Head if not

already in the procession of the Employee Services Department. In cases where deemed appropriate by the supervisor or department head, the employee will be granted reasonable administrative time to resolve the problem.

5. If an employee fails to inform his/her supervisor in writing and verbally by the following business day or before his/her return to duty of the suspended, revoked or restricted driver's license, the employee's supervisor or Department Head will discuss disciplinary action with the Employee Services Department. Any disciplinary action will be administered through provisions outlined in Disciplinary actions procedure in the Current MOU (Sections 9.12 and 9.13). Disciplinary action may include oral counseling/warning, a written warning/reprimand, suspension, demotion or outplacement/termination. Any City employee in the Pull Notice system who fails to provide timely notice to his/her supervisor shall be notified in writing of intended disciplinary action for not reporting that his/her license has been suspended, revoked or restricted by the DMV.
6. If an employee does not have the appropriate valid California driver's license to perform his/her duties, he/she may be terminated, demoted, suspended, decreased in steps, reassigned or subject to other appropriate disciplinary action as set forth in the Current MOU with the Union, policies, codes and department procedures, and as determined by the department head and Employee Services Department. The action taken may be according to business and service needs and functions of the City.

3.00 Uniform and Safety Equipment

3.00.01 Uniforms

The City shall provide uniforms at the time of appointment consisting of:

3 pair	Uniform Pants
3	Uniform Shirts
1	Belt w/Buckle
1 pair	Safety Boots
1	Uniform Jacket (Red)**
1	Class "A" Uniform Hat*
1	Class "A" Uniform Tie*
1	Name Tag
1	Badge**
1	Hat Badge**

* Required for Firefighter Academy

**Issued after completion of Academy

After successful completion of probationary period, the City will provide in addition to above sets of uniforms:

1 pair	Uniform Pants
1	Uniform Shirt
1 pair	Class "A" Uniform Pants*
1	Class "A" Uniform Shirt
1	Class "A" Uniform Jacket with appropriate insignias

* or utilize uniform day pants.

The City shall replace uniforms for represented classification on an as-needed basis due to normal wear and tear. The City will also replace uniforms damaged or destroyed during emergency operations.

The cost of cleaning and maintenance of all safety clothing, day uniforms, Class "A" uniforms shall be borne by the City and administrated at the Fire Department level.

3.00.02 Optional Clothing for Deputy Fire Marshals

During special events (i.e., Art and Wine Festival), optional Uniform Shorts may be worn with prior approval.

3.00.03 Personal Safety and Protective Equipment

The City shall provide one complete set of safety equipment and clothing that meets or exceeds all standards required by law at the time of appointment consisting of:

1	Turnout Pants/Jacket
1 pair	Turnout Boots
1 pair	Suspenders
1	Helmet
1	Spanner
1 pair	Gloves
1	Hood
1	Personal MSA Mask
1	Flashlight
1	Hose Strap

These programs shall be administered at the Fire Department level.

The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus and other protective equipment, such as personal alarm devices, necessary to preserve and protect the safety and health of firefighters.

All protective equipment shall meet the standard, whether existing or promulgated during the term of this agreement that provides the highest level of worker protection under all standards required by law.

Only personnel who have been trained and certified by the manufacturer or applicable Federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

All uniform and safety equipment remains the property of the City and shall be required to be returned on demand.

3.00.04 Uniform Allowance

Represented members shall receive an allowance of \$4.00 per pay period beginning the first pay period ending in September 1994 (which begins August 28, 1994) for purchase of department-approved tennis shoes, shorts, sweat suits, hats and/or T-shirts. The Fire Department's Uniform Policy shall be amended to include guidance regarding appropriate in-station uniform attire after 5:00 p.m. and enforcement authority of company officers and Battalion Chiefs to require members to replace worn or damaged uniform items.

3.01 Safety and Health

3.01.01 Introduction to Safety and Health

The City agrees to meet all state standards required by law for the safety and health in the Fire Department in order to eliminate as much as possible: accidents, deaths, injuries and illnesses in the fire service.

3.01.02 Fire Department Safety Review Committee

The Safety Review Committee (SRC) is established to investigate and identify the cause of accidents and to take necessary action to ensure the safety of Fire Department personnel. The SRC shall consist of the Shift Training Captains, one member from each of the other divisions and one member from the Union. The Battalion Chief or suppression personnel shall serve as chairperson.

The SRC shall convene on a quarterly basis throughout the year. Special meetings may be called as necessary.

The SRC may, at their discretion, ask the injured party and/or the supervisor or manager to attend the meeting should further details of the accident be needed. The SRC's actions and recommendations will be recorded on the accident report form. A copy of this report will be returned to the injured party through the supervisor or manager.

The SRC may review and recommend to the Fire Chief any new equipment or other safety procedures, whether or not related to an accident. The SRC may also research areas of safety as directed by the Fire Chief.

3.01.03 Firefighter Safety and Health Training

The City shall provide all employees with all legally mandated training in regards to Safety and Health problems of the work environment and the use and proper maintenance of protective equipment, protective clothing, respiratory apparatus and all other protective devices. The City agrees to provide a continuing program of safety and health education for all employees to develop an ongoing safety awareness aptitude. In the event of the introduction of new technology or other changes in work processes, the employees affected shall be fully trained in all the health and safety aspects of the new procedure, work process or equipment.

3.01.04 Testing of Aerial Devices

The City agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using current standards required by law or manufacture's recommendation testing procedures, whichever is more restrictive, by an independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus and at least once every year thereafter. Copy of the test results shall be supplied to each member of the safety and health committee.

3.01.05 Medical Surveillance

The City agrees to develop and implement, where legally mandated, a program of systematic medical testing for potential work-related illnesses or disabilities which may arise because of the nature of the work process and the exposure of the employees to dangerous substances. The program shall be carried out without cost to the employee during normal working hours. All medical records shall be kept confidential from the Employer, except upon written consent of the employee.

3.01.06 Blood Samples

3.01.06.01 Effective July 1, 1993, Blood samples will be drawn and stored, to provide baseline blood testing for all represented personnel on a voluntary basis. These samples will not be tested at the time of the draw. The purpose of the blood draw is to provide a reference point for the future.

3.01.06.02 The Mountain View Fire Department and Local 1965 will mutually agree on a contracted medical facility who will draw two (2) vials of blood and prepare them for freezing and storage.

3.01.06.03 The vials of blood will be stored at a contracted facility recognized for its ability to provide safe and secure storage. Blood may not be discharged or moved to another facility without written permission of the Mountain View Fire Department and Local 1965.

3.01.06.04 Drawn blood samples will not be tested for drugs and/or alcohol.

3.01.06.05 All medical records pertaining to the blood samples shall be kept confidential from the Employer, except upon written consent of the employee.

3.01.07 Nonliability for Safety and Health

The City shall indemnify and hold harmless the Union and its International, committees, officers, agents, representatives and employees, from any and all claims and suits from damages for personal injuries, including death, arising from or growing out of any alleged occupational safety and health hazards, including any claims against the Union and its International, committees, officers, agents, representatives or employees for alleged actions or failure to act.

4.00 FLSA Overtime

The current method of calculating FLSA overtime is calculated on a 27-day cycle for those on a 24-hour shift. The formula for calculating wages is:

$$\text{Biweekly salary} = (112 \text{ hours} \times H) + (6 \text{ hours}^1 \times B \times 0.544)$$

Where H = hourly rate = base salary \div 112 hours and B = FLSA overtime rate = (base salary + other applicable pay types²) \div 112.

¹ The six (6) hours is based on a maximum of twelve (12) hours per 27 day FLSA cycle.

² Other applicable pay types include HazMat pay, career incentive, out of class pay and holiday in-lieu.

The City and Local 1965 agree that the method of payment currently used for the 12 hours of FLSA overtime is hereby changed.

Both the City and Local 1965 agree that the following method of payment constitutes full compliance with the City's obligation for payment of overtime hours worked by regular scheduled suppression line 56-hour workweek employees under the FLSA.

The parties agree for the purpose of simplifying the City's FLSA overtime calculations that an additional 2.75 percent will be added to biweekly salary in lieu of the current method of payment.

The parties agree that such 2.75 percent will be received by Suppression employee's for all hours paid inclusive of all paid leave time. Other overtime shall be calculated pursuant to other sections of the comprehensive MOU. Other pays calculated as a percentage of salary shall be calculated after inclusion of this 2.75 percent.

The 2.75 percent in-lieu compensation shall be applied to any special pays (i.e., overtime, holiday in lieu, etc.) required by this Agreement, or other compensation required under the FLSA.

If there is any change in or interpretation of the law that affects FLSA overtime calculations as referenced herein, the parties agree to meet and confer on a method of compensation.

4.01 Minimum Staffing

4.01.01 A minimum level of staffing in the Suppression Division shall be maintained at all times. When the staffing in the Suppression Division drops below the minimum, off-duty personnel shall be recalled in order to maintain the minimum level of staffing.

However, apparatus may be assigned to emergency incidents (depending on duration) in neighboring communities without initiating recall. One (1) on-duty engine company may attend training exercises, as long as the apparatus remains available, at any location within a 30-minute response time back to Mountain View. The 30-minute response time area will be determined in advance based on normal driving conditions without lights and siren. The crew must remain available to respond during the training exercise. The Battalion Chief will check with the neighboring agency that will be responding into the vacated district and ensure that they will be available for the length of time that the engine is out of the City. No other apparatus will leave the City for training or other routine assignments while a company is at a training exercise in the 30-minute response time zone. If an apparatus must leave the City for mutual aid or auto aid while another company is training outside the City, the company on training will be recalled once the auto aid or mutual aid response is dispatched. If one of the four engines remaining is placed out of service, this would also initiate recall of the training company.

4.01.02 The minimum daily staffing of the Suppression Division shall be 21 personnel distributed as follows:

One Battalion Chief; this position may be filled temporarily by the Fire Chief, Chief Training Officer or Captain assigned as Acting Battalion Chief.

Two personnel assigned to the Rescue.

Captain, Engineer and Firefighter assigned to each of the five engine companies with a minimum of one Firefighter/Paramedic or Fire Engineer/Paramedic.

Captain, Engineer and Firefighter assigned to the truck.

The Battalion Chief, Captain and Engineer's positions may be filled by personnel qualified to act in those positions.

Three of the on-duty Fire Suppression personnel shall be qualified hazardous materials technicians. In no case shall compliance cause on-duty staffing to be raised above the minimum staffing level.

The minimum daily Suppression complement will, therefore, be 21 personnel.

4.01.03 **Fatigue Rule**

Personnel will not be allowed to work overtime or exchange of days if the additional hours would result in more than 96 consecutive hours of work. All employees having worked 96 consecutive hours must have a minimum of 12 hours off-duty time before resuming work. The Duty Battalion Chief could approve exceptions to this rule under emergency situations.

4.02 **Minimum Staffing Overtime**

In order to provide sufficient personnel to meet department objectives, it may be necessary to recall off-duty personnel. Nonemergency recall, which is required to maintain minimum staffing of 21 personnel or to provide personnel for nonemergency projects. Overtime recall shall be approved by the Battalion Chief. In order to maintain minimum staffing, normal recall may be done by the Captain responsible for recall prior to

approval by the shift Battalion Chief. S/he is to make sure the recall is needed by checking TeleStaff. When this is done, the Battalion Chief is to be notified when s/he arrives at the office in the morning. When the recall happens during the work shift, the Battalion Chief will be notified as soon as possible.

The Fire Marshal may approve overtime recall for personnel of the Fire and Environmental Protection Division.

Participation on the overtime recall list shall be optional for all personnel. Personnel may add or delete their names to the overtime recall list anytime during the year. However, when adding their names, they will be assigned the number of hours equal to the highest hour total on the list of their assigned shift and be placed at the bottom of that list (see recall procedure).

Personnel will be recalled on a basis of having the least amount of hours worked, regardless of rank. (EXCEPTION: When an Engineer, Captain or H.E.A.T. Team member is required, the next eligible person will be called.)

Seniority shall be the date of employment with the Mountain View Fire Department as per Section 9.04 of this MOU.

Up-to-date lists of all personnel in order of seniority shall be maintained by the Company Officer responsible for recall. These lists will show the dates of any previous recall and the number of hours worked.

EXCEPTION: For the holidays of Thanksgiving, Christmas Eve and Christmas, the recall will be on a least-seniority-first basis regardless of place or participation on the overtime list.

The Captain responsible for recall shall first attempt to fill known vacancies utilizing the regular overtime procedure. This shall be done a minimum of seven (7) days prior to the holiday by each Captain responsible for recall.

If the procedure fails to fill the shift staffing requirements for the holiday shift, the Captain responsible for recall shall contact persons in order of reverse seniority and require them to work mandatory overtime.

EXCEPTION: If the person called would be required to work both Christmas Eve and Christmas, he or she shall be exempt from the recall.

The holiday mandatory recalling for known vacancies shall be made as soon as it is known that recall will be required.

Mandatory recalling for unexpected vacancies, such as sick leave or job-incurred injury leave, shall be made as needed following the procedure outlined in mandatory overtime procedure.

The first person called will be that person who has the least amount of cumulative overtime, most seniority where overtime is equal.

Those personnel who are on the shift which is on the first three days of their four-day will be called first for overtime.

The person lowest in total hours worked will be called first for any overtime. If refused, the hours s/he would have worked would be charged to him/her anyway and the next person on the list will be called. (See exceptions to being charged hours.)

4.02.01 Charging of Hours

Personnel who work overtime hours will be charged for those hours except as noted below:

- A. A person not home when called will not be charged time. A person who lets the Captain responsible for recall know prior to being called that s/he will not be available for recall will not be called and not charged with the time.
- B. Personnel working on a special department assignment shall not be charged time.
- C. Personnel who have worked one overtime shift or 20 hours or more during a single four-day period may decline overtime without being charged. This shall also include exchange of days and payback time.
- D. Personnel who work 5 hours or less or refuse 12 hours or less will not be charged time, nor will it be recorded on the overtime log. Personnel who work more than 5 hours will be charged the full amount worked. Example: A person who works from 0800 to 1300 will not be charged. If a person works from 0800 to 1400, s/he will be charged 6 hours, and the hours will be added to his/her total on the overtime log.

When a person has been recalled for emergency recall, s/he shall not be charged time.

Personnel not on the overtime list who are mandatory recalled for minimum staffing overtime shall not be charged.

4.02.02 Recalling for Emergency Sick Leave or Injury

Personnel recalled for emergency sick leave or injury will be that person who is first available using the recall list of those personnel who live close enough to be able to arrive on the job in the least amount of time. Personnel on their four-day shall be called first if they can respond in the required amount of time to meet the needs of the situation.

Criteria shall be determined by the needs of a particular emergency situation. As an example, if a person were seriously injured and unable to respond, the Captain responsible for recall would call personnel as close as possible to the station.

4.02.03 Overtime Recalling

As soon as it becomes known that recall will be needed, the next person in line for recall will be called. Should this be prior to 1800 hours the day before s/he is to work and is not reached on the first call, continual contact will be attempted up to 1800 hours the day before the overtime will occur. After this time, contact will be attempted only once per person until someone is reached and available. When a person is needed immediately, personnel will be called in rotation until someone is reached regardless of time. If contact is made with the person on the top of the overtime list on the night prior to the needed overtime, s/he must accept or decline at the time of initial contact by the Captain responsible for recall.

A person who wishes to be considered for overtime opportunities the next day must be signed up on TeleStaff no later than 0900 hours of the previous day.

If the Captain responsible for recall has contacted personnel to fill minimum staffing and someone higher on the list calls to place their name back on, they will be considered next up. The person given the overtime originally will keep the assignment.

4.02.04 Mandatory Recall

If the Captain responsible for recall is unable to contact sufficient personnel for recall to maintain minimum staffing on a voluntary basis, s/he shall contact personnel for mandatory recall on the off-going shift. Personnel shall be recalled on a least-seniority first basis.

If two (2) or more persons must be forced on a given day, the choice of assignments shall be first offered to the senior person(s), and will continue to be offered to the senior person(s) as staffing changes arise.

EXCEPTIONS:

1. Once recalled for mandatory overtime (any amount of hours), personnel shall be exempt from further recall until his/her next set of scheduled shifts.
2. Personnel on their vacation, floating holiday, off on exchange of days or other approved leave. Leave shall include all day(s) between the day(s) prior to and the days following the scheduled day(s) off through the next regularly scheduled shift.
3. Persons having worked 72 consecutive hours.

4.02.05 Assigning Hours (Placement on the Overtime List)

When a probationary person is assigned, they will be assigned the same number of hours as the person on that shift with the most hours. This places them at the bottom of the list. If a shift transfer is made during probation, it will be handled as any shift transfer will be. (See below.)

Personnel shift transfers for any reason will cause the person to be placed on that shift's list by previous position plus one hour. No hours will be transferred.

Personnel who take assignments in the Fire and Environmental Protection Division or other temporary assignments will maintain their numerical position and will be put on an inactive Suppression recall list. When they

return to Suppression, they will be granted the hours equal to their same current numerical position plus one.

4.02.06 Maintaining of Records

When the accumulated hours of any person on his/her shift reaches 1,800 hours, the following procedure will take place:

Each individual's hours on that shift shall be reduced by 30 percent. This will reduce that individual's hours to 1,260 and reduce each individual's hours on that shift accordingly.

4.02.07 Suppression personnel recalled from home will receive a minimum of two hours overtime pay.

4.02.08 Deputy Fire Marshals recalled for court or nonemergency duties from home will receive a minimum of three hours of overtime pay.

4.03 Emergency Overtime

Emergency recall is the recall of personnel to cope with an emergency in progress. Emergency overtime recall shall be approved by the Duty Chief.

All off-duty personnel are subject to emergency recall when needed.

Personnel recalled for emergencies will be those persons who can respond in the required amount of time to meet the needs of the situation. Personnel on their four-day will be called first if they can respond in the required time. This will be at the discretion of the individual making the calls.

Personnel recalled to duty on an emergency basis are considered on duty from the time they are contacted; thereby, they are covered by Workers' Compensation and the City's liability insurance policy when performing acts and duties that fall within the scope of employment and/or emergency response. However, this does not relieve personnel of their responsibility to operate within the law and with due caution.

Suppression Personnel who are recalled due to an emergency will receive a minimum of two (2) hours of emergency overtime **pay paid at double time**.

4.03.01 Deputy Fire Marshals recalled due to an emergency will receive a minimum of three (3) hours overtime pay.

Emergency overtime pay shall be determined as follows:

Biweekly salary/80 hours = EHR

Emergency Overtime Rate = EHR * 1.5

4.04 Strike Team Pay/Staffing

Compensation for strike team (or equivalent) assignments shall be paid at time and one-half (1-1/2) overtime rate. A minimum of four personnel per engine shall be dispatched for a strike team assignment.

5.00 Leave

5.01 Vacation

5.01.01 Vacation Accrual – 56 Work Week

Effective the first pay period ending July 2007, all represented employees working a 56-hour work week shall have their annual vacation accrual rate increased as follows:

Employees working a 56-hour work week shall accrue vacation leave at the following rates:

Year of Service	Rate Per Year
Beginning of Year 1 through Year 5	6 Shifts
Beginning of Year 6 through Year 10	9 Shifts
Beginning of Year 11 through Year 15	10 Shifts
Beginning of Year 16 through Year 20	11 Shifts
Beginning of Year 21+	12 Shifts

Effective September 1, 1994, maximum vacation accrual caps for all represented employees in Suppression will be as follows:

Year of Service	Accrual Cap
Beginning of Year 1 through Year 5	480 hours
Beginning of Year 6 through Year 15	580 hours
Beginning of Year 16+	680 hours

Represented members will have until September 1, 1995 to reduce vacation balances to below the vacation accrual maximums. If a member does not reduce his/her balance, the member will cease to accrue vacation until below the maximum cap.

5.01.02 Vacation Accrual – 40-Hour Work Week

Effective the first pay period in July 1993, Deputy Fire Marshals shall accrue vacation based upon the following years of service formula. For clarification purposes, the term days used in this chapter refers to eight (8) hour workdays. Years of service will be measured by the number of full years of service attained on the anniversary of the employee's commencement of full-time employment with the City.

Beginning of the first year through fifth year:	12 days Annually
Beginning of the sixth year through ninth year:	17 days Annually
Beginning of the 10th year through 15th year:	22 days Annually
Beginning of the 16th year:	One (1) additional day per year to a maximum of 25 days Annually

Effective the first pay period ending July 1993, the maximum accrual of vacation for Deputy Fire Marshals is as follows:

Beginning of the first year through fifth year:	240 hours
Beginning of the sixth year through ninth year:	320 hours
Beginning of the 10th year through 15th year:	400 hours
Beginning of the 16th year:	480 hours

Once vacation reaches the allowed maximum, it will not be allowed to accrue beyond the automatic maximum.

5.01.03 Vacation Cash-Out

Prior to December 31 of each year, members electing to cash out vacation for the ensuing calendar year shall complete an election form, indicating the election to cash out vacation equivalent of up to five (5) shifts (120 hours) for Suppression personnel and up to (60 hours) Prevention personnel, which election shall be irrevocable.

Personnel will have the option to deposit vacation cash-out funds into their deferred compensation account. Election for the transfer of the specified amount will be made by December for cash out or transfer in March of the following year.

5.01.04 Vacation Scheduling and Usage

Three (3) personnel will be allowed off per shift. Personnel will select from the two of the three vacation slots by straight seniority. The third vacation slot will be selected by seniority in rank. Personnel have the option to defer their pick from the straight seniority list to the seniority in rank list.

If a shift transfer occurs, after the vacation list has been posted, the employee will be allowed to reschedule his/her vacation on the new shift within the date(s) previously scheduled.

Battalion Chief's vacation, authorized leave or management leave will not interfere or affect the Suppression Division vacation.

The total maximum number of personnel allowed off at the same time on vacation and floating holiday leaves shall be a maximum of four (4). The four personnel allowed off on leave may consist of any combination of up to three personnel on vacation and up to two personnel on floating holiday, with the total number of personnel on both leaves not to exceed four. For example, if three personnel have approved vacation, only one person on floating holiday will be allowed. If two personnel have approved floating holiday, only two personnel on vacation will be allowed.

5.01.04.01 Vacation List

There will be two vacation lists. List "A" will indicate personnel in order of Fire Department seniority. List "B" will indicate personnel by seniority in rank.

5.01.04.02 Vacation Selection Procedure

The straight seniority vacation (List "A") allows two (2) vacation spots per shift. Personnel by straight seniority may select one of the two slots for their vacation or they may choose to defer to the seniority in rank list.

Seniority in Rank List (List "B"): After everyone has had the opportunity to select vacation on the straight seniority list, those who choose to defer their vacation pick to the seniority in rank list may pick any open vacation block.

Once the vacation scheduling is completed, all days picked thereafter will be on a first-come basis.

5.01.04.03 Vacation Cancellation

The open vacation day that is made available from a cancelled vacation shall be rung out by the rules of the list that the vacation was cancelled from (seniority versus seniority in rank lists). Fire personnel assigned to the shift with the opening shall have the first priority.

When time is unavailable due to late cancellation, the Captain responsible for daily staffing will notify all stations of the open vacation by 0800.

5.01.04.04 Definitions

An "open day" is one that has one to three unscheduled vacation slot(s) available.

Seniority shall be the date of employment with the Mountain View Fire Department. See 8.09.02.02 of the MOU for the complete definition.

Employees hired on the same date shall be placed in seniority order by a letter designator (A, B, C, etc. by badge assignment).

Vacation leave shall include all day(s) between, the day(s) prior to and the day(s) following the scheduled day(s) off.

5.02 Bereavement Leave

In the event of the death of any "immediate family member," employees will receive paid bereavement leave of three consecutive calendar days (two shifts for Suppression personnel) for each instance of death.

"Immediate family" shall refer to the member's wife, husband, father, mother, sister, brother, children, stepchildren, mother-in-law, father-in-law, grandparents, **grandchildren and registered domestic partner**.

Bereavement leave shall be at full pay and shall not be charged against the employee's accrued vacation or sick leave.

Request for additional leave in excess of three consecutive days shall be subject to the approval of the employee's department head and the Employee Services Director and shall be taken as vacation leave or sick leave

5.03 Floating Holiday

Effective January 1, 1999, the City agrees to provide represented employees with a Floating Holiday as specified in 5.03.01 and 5.03.02. This Floating Holiday will be a noncharged time off granted to represented employees. (This holiday replaces the Personal Leave Day).

The total maximum number of personnel allowed off at the same time on vacation and floating holiday leaves shall be a maximum of four (4). The four personnel allowed off on leave may consist of any combination of up to three personnel on vacation and up to two personnel on floating holiday, with the total number of personnel on both leaves not to exceed four. For example, if three personnel have approved vacation, only one person on floating holiday will be allowed. If two personnel have approved floating holiday, only two personnel on vacation will be allowed.

5.03.01 Suppression personnel shall be compensated at a rate of 24 hours, to be taken in minimum increments of two hours.

5.03.02 Deputy Fire Marshals shall be compensated at a rate of 1 day (10 hours for 4/10 and 8 hours for 5/8).

5.04 Sick Leave Usage and Accrual Rates

All represented 56-hour work week classifications shall be charged 12 hours sick leave for the initial shift on sick leave for any given illness. Subsequent shifts for the same illness are charged at the rate of 24 hours per shift. Accrual rates and maximum accumulation remain at the current level. Accrual rate is 12 hours per month (5.52 hours per pay period).

5.05 Sick Leave Incentive

Effective September 1, 1994, all represented members on a 56-hour work week (Suppression) will be paid 8 hours of vacation at their base rate of pay for each quarter that sick leave is not used on a quarterly basis (as determined by Payroll). Personnel on a 40-hour work week (Prevention Bureau) will be credited with 6 hours of vacation for each quarter that sick leave is not used.

5.06 Time Off for Union Business

5.06.01 The City agrees to allow time off (authorized leave) for attendance at training seminars, conferences and other staff development programs for members of the Union's Board of Directors with the following limitations:

- A. No single Board member may use more than 72 hours of authorized leave at one time, nor more than a maximum of 120 hours for a one-year period.
- B. Requests for authorized leave shall be in accordance with the established Fire Department training/travel request procedures and shall be submitted at least twenty-four (24) hours prior notice to the requested authorized leave for participating in Union business. The request will be reviewed by the Fire Chief or his/her designated representative to determine if attendance at the program is beneficial to the City as well as to the Union organization. Authorized leave will only be granted if, in the sole discretion of the Fire Chief or his/her designated representative, it is determined that it will contribute to training or staff development for the City organization.
- C. Authorized leave will be granted only if the days on which it is scheduled will not require the recall of personnel to maintain minimum staffing. After the request is approved, no other leaves (other than sick leave and Workers' Compensation) will be scheduled

which necessitate the recall of personnel to maintain minimum staffing.

5.06.02 Union Leave Fund

Effective July 1, 1993, the City will convert 12 hours of vacation from each represented member's* leave balance (4 hours for the Prevention Bureau employees) to a separate fund at the beginning of each fiscal year. This fund will be used to pay overtime cost created by union board members attending union activities. This program is restricted to 480 hours union leave per fiscal year or the dollar amount remaining in the fund.

Budgetary authority to charge overtime to this account resides with the Fire Chief and the total hours will be tracked by the Fire Department's Executive Assistant. At the end of the fiscal year, the City will zero out the account and refund any unused moneys to the union.

5.06.03 Release Time for Negotiations

The City agrees to provide Mountain View Firefighter members that are on duty reasonable release time to participate in bargaining sessions with the City. Negotiations shall be considered duty time for Mountain View Firefighter members, and members on their days off will receive authorized leave time hour for hour. Mountain View Firefighter team members agree to provide their supervisors reasonable notice of requested release time. Use of authorized leave time will be at the discretion of the Fire Department.

* Nonmembers will be on an optional basis.

5.07 Exchange of Days

Personnel are granted exchange of work days upon approval of their supervisor.

Where possible, personnel should exchange with other personnel who are capable of filling their position in order to minimize disruptions to department operations. Exchanges between Paramedic and non-Paramedic qualified personnel will not be approved if such an exchange would result in the number of Paramedics on a given day dropping below the five (5) Paramedic minimum.

Minimal restrictions are placed upon the frequency of exchange of days under the provision that departmental operations and efficiency are not adversely affected.

Personnel agreeing to work for another employee accept full responsibility for filling that position on the date agreed.

It is recognized that exchange of days do occur between all classifications in the Suppression Division. To keep from having to restrict changes and also to provide direction for all shifts, the following procedure will be used when exchanges are made with personnel of different classifications.

5.07.01 Procedure

Those personnel requesting a change of schedule shall do so on TeleStaff at least four (4) calendar days prior to the day requested. When personnel have a need for an exchange that could not be anticipated, the supervisor may grant approval on less than the required four-day notice request.

The employee requesting the exchange shall notify his/her supervisor that a request is pending in TeleStaff. This supervisor shall approve or disapprove the request. Three-way exchanges will be disapproved unless an extreme hardship exists and must be approved by the division manager. Final review and/or approval of the request is the responsibility of the division manager, who will normally delegate this to the Station 1 Company Officer.

When the employee to work the exchange goes on sick leave or Workers' Compensation one or more work shifts prior to an exchange taking effect, s/he is to notify the department immediately and cancel the exchange of day.

This will not affect exchanges when the sick leave or Workers' Compensation takes place the day of the exchange or when the off-duty employee is gone on extended vacation and unable to be reached. Instead, sick leave or Workers' Compensation will be charged to the employee who was to work the exchange.

Whenever possible, an employee will be used in his/her classification during the work shift.

This applies whether recalled for overtime or on exchange of days.

Example 1:

Captain working for a Firefighter on exchange of days will be assigned a Captain's position, if available, or on the Rescue if not available. There will be one Captain only on the Rescue. If none of the above positions are available, a Captain will work as a Firefighter.

Example 2:

Engineer working for a Firefighter or Captain will fill an Engineer position first, whenever possible.

Example 3:

A Firefighter, Firefighter/Paramedic or Engineer working an exchange for a supervisor (Captain) and qualified as acting supervisor will not receive "out-of-class" pay for working in the supervisor's position since they are the ones who created the opening. A Firefighter or Firefighter/Paramedic working an exchange for an Engineer and qualified as an acting Engineer will not receive "out-of-class" pay for working in the Engineer's position since they are the ones who created the opening.

Exchange of days will not affect overtime pay as it relates to FLSA.

5.08 Authorized Leave

Is leave with pay that will be granted by the City Manager or your department head for employees who attend professional conferences and meetings or to participate in some form or activity in the interest of the City.

5.08.01 Jury Duty

If you are called for jury duty, notify your supervisor immediately. During jury duty, the court will give you a Certificate of Jury Service to indicate time served. Give this certificate to your supervisor. If you deposit your jury duty pay (exclusive of payment for mileage) with the Finance and Administrative Services Department, you will then receive your regular pay. (Refer to "Jury Duty Procedure for Fire Suppression Personnel," General Order, Division II, Article 31.)

5.08.02 Military Leave

An employee may be absent on military leave as authorized in Sections 395 through 395.8 of the Military and Veterans Code of California. You are required to furnish satisfactory proof to your department head, as far in advance as possible, that you must report to active duty.

5.08.03 Maternity Leave

The Employee Services Director may grant each City employee wishing to utilize maternity leave the opportunity to continue the performance of regular duties as long as the employee is not medically disabled. The employee must provide written approval from a physician containing the date to which the employee may work and indicating the anticipated duration of the employee's disability. The employee must provide a written job description to the physician and the physician must take the actual job duties into consideration when issuing his/her approval. If light duty is available within the Fire Department, the employee may be assigned to such light-duty assignments. All of the provisions of this section apply to light-duty assignments as well as to regular work duties.

The Employee Services Director may grant an employee an uncompensated maternity leave of absence for a period beginning with the last working day provided in Section 1, and ending no longer than six (6) months after the birth of the child.

An employee on maternity leave, as outlined in Section 2, may utilize any accrued vacation and/or management leave to receive regular compensation benefits during the maternity leave of absence. Predelivery sick leave usage may be utilized by providing a doctor's certification that a medical disability exists. Accrued sick leave may be utilized postdelivery provided that the employee provides a doctor's certificate that a medical disability exists.

If an employee chooses to return to work within six weeks after normal delivery or if any question exists regarding employee's physical ability to perform regular job duties because of medical complications, the Employee Services Director may require the employee to provide a doctor's medical release verifying the employee's ability to perform such duties.

Any use of accrued vacation, management leave or sick leave hours must be approved by the Employee Services Director prior to their utilization and will be paid continuously per the employee's regular work schedule. Such hours shall commence from the first day of maternity leave and shall continue until such leave is exhausted. Approved leaves cannot be used to extend the six-month maximum unless there is a cause of medical disability.

If a medical disability exists which exceeds 60 days, the employee may request to be put on long-term disability in accordance with the City's Long-Term Disability (LTD) Insurance program. If the employee still has sick leave hours accumulated, these hours may be used to supplement LTD payments. In no case shall the employee receive payments in excess of regular compensation. The use of LTD for Mountain View Firefighters will be subject to the policy under which they are covered.

All requests for maternity leave shall be written and submitted to: (1) the employee's Department Head, and (2) the Employee Services Director for final approval.

An employee on maternity leave must notify the Department Head and the Employee Services Director in writing of the intent to return to the position at least 30 days prior to the expiration of the leave. Lack of this written verification shall be considered equivalent to a resignation at the end of the leave period.

All rights to reemployment will be terminated if the employee does not return to work within six months after the birth of the child unless there is a physician-verified disability which must be provided in writing to the Employee Services Department prior to expiration of the leave. If an employee does not return to work at the end of the physician's extension, reemployment shall be at the sole discretion of the Department Head and Employee Services Director.

5.08.04 Leave of Absence

A leave of absence without pay may be granted to any regular City employee for a period not exceeding one year. Such a leave is requested by the employee in writing and requires written approval of the Department Head and the Employee Services Director.

Should you become a candidate for public office, you may request a leave of absence without pay, which will remain in effect during your candidacy.

5.08.04.01 Reinstatement

An employee wishing to return to their original position at the end of their leave must notify the Department Head of their intentions at least 30 days prior to the expiration of their leave.

If an employee does not notify their department of their interest to return within 30 days prior to the expiration of the leave, this lack of notification will be considered equivalent to a resignation.

An employee remains eligible for reinstatement for one year after the expiration of their leave. If there are no vacancies during the one-year period, the employee would be terminated.

The returning employee would be eligible to resume employment in the next available vacant position of the classification in which they were employed.

A reinstated employee will return with full job rights and seniority with accruals continuing from the date of original employment. Benefits and accruals would be foregone during the period of leave. The returning employee would not serve a new probationary period.

The program is to be limited to a maximum of one year with no more than four employees City-wide being on leave simultaneously.

An employee must have been employed with the City a minimum of five years and must have had a good performance record to qualify.

All requests and approvals must be in writing and are at the discretion of the Department Head and Employee Services Director. The Employee Services Director will be responsible for overall administration.

5.09 Disability Leave

Whenever any employee sustains any injury or disability arising out of and in the course of his/her employment with the City, and by reason thereof becomes entitled to receive disability indemnity under provisions of the Workers' Compensation Insurance and Safety Act of the State of

California or under any State law, the employee shall be granted leave of absence without loss of salary, hereinafter referred to as "4850 compensation leave," while such disability continues, but not exceeding one year for any injury or disability. "4850 compensation leave" shall be granted regardless of the accumulated sick leave balance credited to the employee and sick leave shall not be deducted from the employee's accumulated sick leave for each working day's absence so long as s/he is entitled to receive "4850 compensation leave."

Employees must provide a doctor's certificate to verify each absence on Workers' Compensation leave.

5.10 Maximum Number or Personnel on Leave

The total maximum number of personnel allowed off at the same time on vacation and floating holiday leaves shall be a maximum of four (4). The four personnel allowed off on leave may consist of any combination of up to three personnel on vacation and up to two personnel on floating holiday, with the total number of personnel on both leaves not to exceed four. For example, if three personnel have approved vacation, only one person on floating holiday will be allowed. If two personnel have approved floating holiday, only two personnel on vacation will be allowed.

6.00 Insurance

6.01 Medical

The City pays one hundred percent (100%) of the employee-only premium for all full-time, permanent employees for any HMO plan offered by the City and selected by the employee.

HMO Medical Plans

For HMO medical plans, the Members agree to pay ten percent (10%) of the difference between the employee-only premium and two-party or family premium for dependent coverage for any plan offered by the City and selected by the employee.

NON-HMO Medical Plans

Effective August 1, 2001, employees selecting a non-HMO medical plan will pay ten percent (10%) of the difference between the single coverage

and the selected dependent coverage premium (two-party and family). In addition to the payment for dependent coverage, the employee will pay twenty percent (20%) of the difference between the average of HMO premiums at all three levels (single, two-party and family) and the non-HMO premium at the same levels.

Effective August 1, 2002, employees selecting a non-HMO medical plan will pay ten percent (10%) of the differences between the single coverage and the selected dependent coverage premium (two-party and family). In addition to the payment for dependent coverage, the employee will pay forty percent (40%) of the difference between the average of HMO premiums at all three levels (single, two-party and family) and the non-HMO premiums at the same level.

Effective August 1, 2007, enrollment in the Health Net Point of Service (POS) Plan is frozen. In subsequent open enrollment periods, employees and retirees who disenroll will not be allowed to return to the plan.

For employees choosing to remain in the POS plan after August 1, 2007, the City's costs will be capped at \$1,497.70 per month. The cap does not affect retirees prior to August 1, 2007.

Contact the Employee Services Department for current medical premium rates.

6.02 Dental

Effective the first pay period ending July 2007, employees will contribute twelve percent (12%) of the portion of premium for dental benefits attributable to dependent coverage. The City will pay one hundred percent (100%) of the employee only premium.

Contact the Employee Services Department for current dental premium rates.

6.03 Retiree's Medical

All represented Fire personnel shall be included in the City's retiree's health program. The retirees monthly premium will be paid at 100 percent. Vesting requirements will be set uniformly at fifteen (15) years for all employees hired after July 1, 1989. Employees hired prior to that date will be subject to a ten (10) year vesting period. The vesting requirement will be waived for represented employees receiving a

disability retirement due to a job-related injury. The City's retiree's health coverage will be discontinued in the event that the injured person secures employment elsewhere with health benefits. In the event of cancellation by a City health plan carrier, interim plan/coverage will be enacted until a replacement plan can be obtained. Upon transfer of the responsibilities, the payment for dependent coverage will be made in accordance with the City plan.

Effective July 1, 2005, those retirees retiring after this date will be charged fifteen percent (15%) of the employee-only premium for the plan selected. Establishment of a medical expense trust similar to the ICMA model using sick leave conversion will be reviewed by the City based on details of this model provided by the Fire Union. It is understood that the ICMA model, if adopted by the City, shall result in no additional costs to the City. The employee's payment of the fifteen percent (15%) contribution for retirees' medical premiums is conditioned on both parties agreeing to a medical expense trust fund.

Employees hired on or after July 1, 2007 will qualify for retirees' health benefits upon fifteen (15) years of continuous service if they retire from the City of Mountain View. The City will pay a maximum of 85 percent (85%) of the employee-only premium of any HMO medical plan offered by the City at the time of retirement. The balance of the cost for the plan selected by the retiree will be fully paid by the retiree.

The City shall provide the cash equivalent of the retiree health benefit, subject to the conditions set forth in the City of Mountain View Retirees' Health Insurance Program, for those retirees who do not qualify for any of the City's plans.

All retirees may elect to cover their dependents but shall be responsible for paying the difference between the full dependent premium and the employee-only premium.

Employees will have the option of participating in the Retirement Health Savings Account without any employer contributions subject to subsequent requirements and restrictions in IRS rulings, regulations and opinions.

6.04 Disability Insurance (LTD)

Effective the first pay period ending July 2007, the City shall contribute to the Union \$35.00 per month per represented employee. The Union shall place the \$35.00 per month per employee into a separate account.

6.05 Vision Care (Health Net Plans)

The City will provide full coverage for covered services and/or materials when members go to participating ophthalmologist, optometrist or optician of Medical Eye Services of California or other negotiated plan. Benefits are limited if members go to a nonparticipating care provider. See brochure provided by the City for details.

Effective January 1, 2008, the vision plan for those enrolled with Health Net shall provide for a comprehensive examination and one (1) pair of lenses and a standard frame (or contact lenses in lieu of lenses and frames) in any consecutive twelve (12) months. Allowances for services under this plan are outlined in the plan brochure or by contacting the Employee Services Department.

6.06 Life and Accidental Death and Dismemberment Insurance

Effective November 1, 1998, the City shall pay the premium for all permanent employees for life insurance coverage equal to five (5) times the employee's annual salary or Fifty Thousand Dollars (\$50,000), at the employee's option. Included in this insurance is Accidental Death and Dismemberment (AD&D) coverage. See Group Insurance Summary Plan for information regarding dismemberment benefits.

6.07 Job-Related Physician Visits

The City has prearranged qualified medical facilities to provide quality and prompt medical care to injured employees. If, after 30 days of care by an employer-directed physician, a member is for any reason dissatisfied, s/he may select your own doctor. Members may request this change by contacting Risk Management or the City's claims administrator.

In lieu of an employer-directed physician, State law allows members the right to see their personal physician immediately following an accident. Members are required to make this request in writing and have it on file with the Risk Manager before the date of the injury. For this purpose, "personal physician" is defined as a doctor or chiropractor (not both) who,

before the injury, directed the medical treatment of the employee and maintains the employee's medical records. The member's personal physician must be within a reasonable geographical area and must be willing to abide by the specific requirements set forth by State law for health-care providers who wish to care for individuals injured on the job.

If the member's personal physician is not immediately available, the member should not wait until his/her physician is available but go immediately for treatment at a designated facility.

6.08 Employee Assistance Program

The City will provide an assistance program to employees and their immediate families. This licensed counseling service provides assistance and referrals for marriage and family problems, alcohol and drug dependency, depression, crisis/emergency counseling and other concerns. All counseling services are confidential. Counseling sessions are free for the first five visits per year; employees begin paying towards the cost thereafter.

6.09 Section 125 – Flexible Benefit Plan

Effective January 1, 1999, the following Qualified Benefits are available to represented members under the City's Flexible Benefit Plan: Premium Contribution Plan, Medical Expense Reimbursement Plan and Dependent Care Assistant Plan.

7.00 PERS

7.01 3 Percent at 50

In the event the PERS Employer Rate exceeds 16.268 percent, employees agree to pay 50 percent (50%) of the increase above 16.268 percent by increasing the deduction for the amount of the employee-paid PERS contribution (9 percent). In the event the PERS Employer Rate returns to or decreases below 16.268 percent, the City will decrease the employee PERS contribution to nine percent (9%). The employees will assume proportional responsibility (inasmuch as Fire Managers, Police Managers and Police Officers are part of the safety plan) for costs above 16.268 percent.

Effective first pay period ending July 2007, the employee agrees to continue to pay fifty percent (50%) of the increase above 16.268 percent for

each year of the contract. This amount does not compound and the maximum amount the employee will contribute is four percent (4%).

The cost-sharing formula is illustrated by the following example:
In Year 1 of the contract the Employer/ Agency PERS rate is 24.317 percent. Deducting 16.268 percent the difference is 8.049 percent. Employer and Employee share 50/50 in this difference. Therefore, each party would be responsible for 4.0245 percent; however, the employees are responsible for only up to a maximum of 4 percent.

Year 2 the Employer/ Agency rate is 24.0 percent. Deducting 16.268 percent the difference is 7.732 percent. Each party is responsible for 50 percent of the cost which equals 3.86 percent. The employees would be responsible for 3.866 percent.

7.02 PERS Employee-Paid Member Contribution

Payment of the employee-paid portion of PERS paid by the employee will be made by payroll deduction each payroll period. Deductions will be made pretaxed as provided under IRS Code Section 414(h).

7.03 Single Highest Year

For all represented employees, the City agrees to provide the employee retirement benefits based on the highest single year (12 highest paid consecutive months) per PERS Contract Section 20024.2.

7.04 Military Service Credit

A member may elect to purchase up to four (4) years of service credit for any active military or merchant marine service prior to employment. This benefit applies only to active members while in employment with an employer providing this benefit contract option. PERS Contract Section 21024.

7.05 Credit for Unused Sick Leave (20965)

Effective January 1, 1994, the PERS contract will be amended to allow unused accumulated sick leave at the time of retirement to be converted to additional service credit. The unused sick leave reported to PERS is the amount remaining after payment is made per Section 8.02.4 of the Personnel Rules and Regulations. PERS Contract Section 20965.

7.06 Third-Level 1959 Survivor Benefits

PERS Contract Section 21573.

Fourth-Level 1959 Survivor Benefits (21574).

City and Union agree to request from CalPERS an actuarial estimate for the Fourth Level 1959 Survivor Benefit option with the understanding that the City and IAFF will share equally in the cost of the actuarial study. The City and IAFF will execute a side letter of understanding addressing the steps to be taken upon receipt of the actuarial study.

Based on the actuarial report, IAFF has agreed to pay the full cost of this contract option which is funded over a 20-year amortization period. It is understood by the parties that there is no cost to the City for this contract amendment. It is the understanding that the members are responsible for the cost of this amendment option. The cost remains the obligation of the employee unless and until changed by the parties through the meet-and-confer process.

7.07 Payment for Unused Sick Leave

Upon regular retirement or disability retirement, payment shall be made to the employee for unused sick leave for years of continuous service as a probationary and permanent employee according to the following schedule:

0 to 10 years of service	No Payment
10 to 15 years of service	20 percent
15 to 20 years of service	35 percent
20 to 25 years of service	55 percent
25 + years of service	80 percent

Payment for unused sick leave shall be limited to an accumulation of 960 hours for 40-hour per week employees, and to 1,440 hours for 56-hour per week employees. Employee will be paid at his/her current rate of pay.

Upon death of an employee, irrespective of years of service, full payment of unused sick leave shall be made to the employee's beneficiary.

7.08 Payment for Unused Vacation

Upon severance of an employee from service, all accrued vacation leave not in excess of the limits prescribed may be paid in one lump sum or, upon request of the employee and approval of the Department Head and Employee Services Director, used to extend the termination date.

7.09 Preretirement Option 2 Death Benefit (Section 21548)

City and Union agree to request from CalPERS an actuarial estimate for the Preretirement Option 2 Death Benefit option with the understanding that the City and IAFF will share equally in the cost of the actuarial study. The City and IAFF will execute a side letter of understanding addressing the steps to be taken upon receipt of the actuarial study.

Based on the actuarial report, IAFF has agreed to pay the full cost of this contract option which is funded over a 20-year amortization period. It is understood by the parties that there is no cost to the City for this contract amendment. It is the understanding that the members are responsible for the cost of this amendment option. The cost remains the obligation of the employee unless and until changed by the parties through the meet and confers process.

7.10 Alternate Death Benefit for Local Fire Members Credited with 20 or More Years of Service (Section 21547.7)

City and Union agree to request from CalPERS an actuarial estimate for the Alternate Death Benefit for Local Fire Members option with the understanding that the City and IAFF will share equally in the cost of the actuarial study. The City and IAFF will execute a side letter of understanding addressing the steps to be taken upon receipt of the actuarial study.

Based on the actuarial report, IAFF has agreed to pay the full cost of this contract option which is funded over a 20-year amortization period. It is understood by the parties that there is no cost to the City for this contract amendment. It is the understanding that the members are responsible for the cost of this amendment option. The cost remains the obligation of the employee unless and until changed by the parties through the meet and confers process.

8.00 Miscellaneous

8.01 Drug and Alcohol Policy

(To be developed through negotiations)

8.02 Residency Requirement

All restrictions with regard to location of members' residence are eliminated.

8.03 No Labor Action

The Union agrees to the essential nature of services provided by its members in protecting the public safety. It is further agreed that neither Union nor its officers, agents or members shall cause, sanction or take part in any "labor action" against the City of Mountain View or when on duty with the City of Mountain View. For purposes of this provision, the term "labor action" shall mean any strike, work stoppage, slowdown, picketing on behalf of any of the foregoing, respecting of a picket line, concerted use of sick leave, concerted submission of resignations, interference with operations, failure or refusal to faithfully perform job functions and responsibilities (whether within Mountain View or in providing assistance to another public agency), or other similar activity.

In addition to whatever other remedy may be available to the City at law or in equity, violation of any provision of this article by the Union shall be cause for City terminating this Agreement upon the giving of written notice to this effect to the Union. In addition to whatever other remedies may be available to the City at law or in equity, violation of any of the provisions of this article by any Firefighter shall be just cause for the immediate discharge of that Firefighter. No Firefighter shall receive any portion of his/her salary or benefits while engaging in activity in violation of this article.

8.04 City Rights

Management rights shall include, but not be limited to, the following:

- A. To manage the City generally and to determine issues of policy.
- B. To make the factual determinations which are the basis of a management decision.

- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; except that "nonprofessional" shall not be used to meet minimum staffing requirements for emergency fire responses. A "nonprofessional" for this purpose is a person who has not passed the Mountain View Fire Department check-off sheet and the proficiency skills test.
- H. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City; except that the City will not contract out fire suppression (except to another public agency) without first complying with Section 3500 and following of the Government Code.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
- J. To lay off employees according to seniority (per Section 9.04 of this MOU) from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, denote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for causes.

- M. To determine minimum qualifications, skills, abilities, knowledge levels, selection procedures and standards, job classifications and to reclassify employees.
- N. To hire, transfer, promote and demote employees for nondisciplinary reasons in accordance with applicable resolutions and codes of the City.
- O. To determine policies, procedures and standards for selection, training and promotion of employees.
- P. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To determine the appropriate staffing levels for the functions, facilities and equipment of the Fire Department. It is not the intent of the City to reduce the level of resources used in fire suppression, but the City wants the flexibility to consider, develop and implement new programs, procedures and equipment for fire suppression. If the City proposes to implement a reduction in existing staffing levels, it shall, prior to implementation, meet and confer in an effort to reach mutual agreement. If agreement is not reached, the matter may be resolved in accordance with Government Code Section 3500 *et seq.*
- S. To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City which are not in contravention of this Agreement.
- T. To restrict the activities of an employee organization on municipal property and/or on municipal time as set forth in law and City policy.
- U. To take any and all necessary action to carry out the mission of the Agency in emergencies as determined by the City Council or the City Manager.

The Union expressly and specifically agrees that except to the extent that the City's rights are expressly limited by the terms of this Agreement, the Union waives any and all of its rights to meet and confer on any of the City's rights. If the exercise of these rights directly affects wages, hours or

terms and conditions of employment, the City will meet and confer on the effects of its actions. The Union agrees that the City may first exercise its rights before meeting and conferring on the effects of the exercise of its rights. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

8.05 Contracting Out

If the City decides to contract out City services to an outside vendor, the City agrees to meet and confer over the impact of contracting out these services.

8.06 Prevailing Rights

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

8.07 Third-Party Neutral

All management rights, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third-party neutral shall have the authority to diminish any of the management rights which are included in this section. This section is not a limitation on the employee appeal process as set forth in Section 10, "Appeals," of the Personnel Rules and Regulations and is not a limitation on the impasse resolution process set forth in Section 11, "Resolution of Impasses," of the Employer-Employee Relation Resolution 8629.

8.08 Cooperation

The Union pledges cooperation to the increasing of departmental efficiency and effectiveness.

8.09 Reduction in Force (Layoff) Policy

8.09.01 Purpose

To establish layoff procedures to be implemented when the City determines that a reduction in force is to occur because of a material

change in duties or organization or because of a shortage of work or funds in the department or the City. It is understood that the preferred means of reducing staff is through attrition. The City agrees to meet with the Union to discuss alternative to layoff.

8.09.02 Policy

8.09.02.01 Order of Layoffs

When one or more employees in the same classification in a City department are to be laid off, the order of layoffs shall be as follows:

- A. Provisional employees in inverse order of seniority;
- B. Probationary employees in inverse order of seniority; and
- C. Permanent employees in inverse order of seniority.

8.09.02.02 Definition of Seniority

Seniority shall be determined by continuous service in the Mountain View Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking upon completion of their initial training before assignment to shift. Time served as a probationary employee and/or as a provisional employee in a permanent position shall be included in determining seniority. Seniority shall be retained but not accrued during any approved unpaid leave of absence.

If an employee with five or more years of service with the City of Mountain View Fire Department terminates from City service and returns within one year from the date of separation to the Fire Department, previous years of service with the City's Fire Department will be counted toward seniority for the purposes of layoff only. This provision will apply only prospectively from the date this policy is effective.

8.09.02.03 Notification of Layoff

Employees to be laid off shall be given written notification of such action at least 30 calendar days before the effective date of the layoff.

Within 15 calendar days of notification of layoff, employees who wish to be reassigned in lieu of layoff will notify the City of their intention to exercise one of the options as outlined in Section 4 (Reassignment) or Section 5 (Displacement – Bumping).

8.09.02.04 Reassignment

In lieu of layoff, the City may offer employees whose positions are subject to elimination the opportunity to transfer to a vacant position in the City without having to go through a testing process. The employee must possess the required education, experience and training or a demonstrated ability to perform the job duties.

8.09.02.05 Displacement (Bumping)

Employees identified for layoff that have seniority (bumping) rights to equal or lower-paying classifications within the representation unit must declare their intention to exercise these rights at least 14 calendar days prior to layoff otherwise bumping rights will automatically terminate. In addition, employees exercising the right to a lower classification shall be required to sign a voluntary demotion form. Bumping shall not occur outside the division that the employee is employed in except that an employee subject to layoff who during the 36-month period immediately previous to layoff date held other classifications anywhere in the representation unit shall be allowed to exercise seniority to bump employees in such other classes. To successfully bump, the employee must be fully qualified, trained and capable of performing all the work of the new classification and must have held position with permanent status in the service of the City of Mountain View.

An employee shall be allowed to return to a lateral or lower classification in another department in which the employee previously held permanent status provided that the employee served no less than six months in that classification in that department in the City of Mountain View.

8.09.02.06 Reinstatement to Reemployment Eligibility List

Employees on layoff shall be recalled in order of seniority providing that those recalled have the demonstrated ability and qualifications to perform available work as determined by the City.

Employees accepting a voluntary demotion shall be placed on an appropriate eligible list for reinstatement to the rank(s) from which they

were demoted. Placement on the eligible list and reinstatement to the position shall be in inverse order to which demotion occurred. Such eligible lists shall be:

- A. In effect for 36 months.
- B. Take precedence over any existing or new eligible list.

Reinstatement to a higher rank shall be made only if the employee continues to demonstrate the ability and qualification to perform the higher level as determined by the City. Performance in an acting position and satisfactory maintenance of the required skill level shall make the employee eligible for reinstatement beyond the 36-month period; this eligibility shall be at the discretion of the Fire Chief.

The employee will be eligible for prior sick leave accruals (provided the employee did not receive cash payments in lieu of same) and vacation accrual rate and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit accrual or seniority, nor would the employee be eligible for benefits during the period of time of actual layoff (except as provided to other terminated employees under current City policy).

9.00 Rules and Regulations

9.01 Recruitment

9.01.01 Announcement of Vacancies

All vacancies shall be publicly announced in a manner designed to attract as many qualified applicants as practical.

9.01.02 Applications

Application shall be made on forms prescribed by the Employee Services Director. Such forms shall require information covering training, experience, references and other pertinent information in conformance with applicable State and Federal Laws. All applications must be prepared and signed by the applicant.

9.01.03 Disqualification of Applicants

The Employee Services Director shall reject any application which indicates the applicant does not possess the minimum qualifications required for the position, is physically unfit for the position, has been convicted of a crime that may affect the applicant's ability to perform the job or has made a false statement of material fact. Applications from outside candidates may also be screened down to those applicants possessing the most closely related qualifications. Whenever an application is rejected, a Notice of Rejection shall be sent to the applicant. Incomplete applications may be returned for completion and must be resubmitted prior to the final filing date.

9.01.04 Maximum Hiring Age

The hiring age of all employees shall be consistent with the requirements of State and Federal Laws and Regulations.

9.02 Appointment

9.02.01 Vacancies

All vacancies in the classified service shall be filled by transfer, demotion or appointment from an eligibility list that has been certified by the Employee Services Director. In the absence of persons eligible for appointment, provisional appointments may be permitted in accordance with the rules.

9.02.02 Notice to Employee Services Director

Whenever a vacancy in the classified service is to be filled, the Department Head shall notify the Employee Services Director who will advise of request for transfer, demotions, or the availability of eligible.

9.02.03 Certification of Eligibility

The Department Head shall indicate whether it is desirable to fill a vacancy by transfer or demotion, or whether certification from an appropriate Eligibility List is preferred. All names on a certified Eligibility List shall be eligible for appointment.

9.02.04 Order of Certification

Whenever appointment is made from eligible certified by the Employee Services Director, it shall be made from existing list, when available.

Reemployment list shall be considered before a closed promotional list or open Eligibility List.

9.02.05 Types of Employment

9.02.05.01 Regular

After interview and investigation of certified eligibles, the Department Head shall notify the Employee Services Director of a selection and the date appointment is desired. The Employee Services Director shall then notify the eligible selected. If the eligible accepts the appointment and reports for duty within the time prescribed, the eligible shall be deemed appointed. Otherwise, the eligible shall be deemed to have declined the appointment.

9.02.05.02 Promotional

Promotional appointments shall be made from eligible on appropriate Eligibility List.

Provisional: In the absence of an appropriate Eligibility List, a provisional appointment of up to six months may be made by the Department Head, with the approval of the Employee Services Director, of a person meeting the minimum training and experience qualifications for the position. An Eligibility List shall be established within six months for any permanent position filled by provisional appointment. No special credit or consideration for service shall be given to a provisional appointee in qualifying for a permanent appointment.

9.02.05.03 Temporary

A Department Head, with the approval of the Employee Services Director, may appoint a person to a temporary position. Such appointments shall be made on the basis of merit. Temporary employees shall not be employed for more than 1,040 hours in any fiscal year unless a waiver is obtained from the Employee Services Director. Temporary employees shall not be entitled to the right of appeal, or to extended fringe benefits. No special credit shall be allowed in meeting qualifications or in the

giving of any test or the establishment of any open competitive promotional lists for service rendered under a temporary appointment. This provision shall not apply to regular employees who have been reassigned to new duties on a temporary basis.

9.03 Probationary Period

Effective January 1, 1994, the probationary period for newly hired suppression personnel will be 18 months. This includes 3 months in the Academy and 15 months of on-the-job experience for a total of 18 months. The probationary period shall be set up along the following guidelines. Promotional appointments for Fire Personnel are subject to a probationary period of up to 12 months.

Joint Fire Academy (Approximately 3 months)

Probation Exam I (Approximately 6 months after assigned to shift)

Probation Exam II (Approximately 12 months after assigned to shift)

Remainder of probationary time evaluation by Captain in final assignment

The probationary period for Deputy Fire Marshal is 12 months as set forth in the City's Personnel Rules and Regulations, 5.06, Probationary Period.

9.04 Definition of Seniority

Seniority shall be determined by continuous service in the Mountain View Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking upon completion of their initial training before assignment to shift.

9.05 Promotion

Tabled for future Negotiations.

9.06 "Acting As" Positions

The primary goals of the acting position are to meet the operational needs of the department and provide training for career development. The

personnel assigned acting positions have the full authority and responsibilities of those positions.

Personnel shall meet the department's minimum training, education and experience necessary for the assigned acting positions. Personnel assigned acting positions may be reassigned due to staffing needs.

9.06.01 "Acting As" Compensation

Effective the first pay period ending July 2007, the compensation rates are changed as follows:

Fire Captain acting as Battalion Chief	15 percent
Deputy Fire Marshal acting as Fire Marshal	15 percent
Fire Engineer acting as Fire Captain	10 percent
Fire Engineer/Paramedic acting as Fire Captain	7.5 percent
Firefighter acting as Fire Captain	15 percent
Firefighter/Paramedic acting as Fire Captain	10 percent
Firefighter acting as Fire Engineer	10 percent
Firefighter/Paramedic acting as Fire Engineer	7.5 percent

Also see sections 1.03.01 and 1.03.02, "Out-of-Class Pay."

9.06.02 Acting Battalion Chief

Captains may be assigned as necessary to act in the capacity of the Battalion Chief. These Captains assigned to the Battalion Chief (Acting) position shall have full authority and responsibility.

The primary goals of the Battalion Chief's (Acting) position is to meet the operational requirements of the department and to provide training for career development.

Assignments will be made by the Fire Chief for long-term duty, or the on-duty Battalion Chief at the time of need, or by the Station 1 Captain through delegation by the Shift Battalion Chief.

Qualifying as Acting Battalion Chief:

Candidate shall obtain a copy of the Battalion Chief (Acting) check-off list and reference guide. Items on the check-off list shall be signed off by a Battalion Chief.

Candidate shall forward the completed list to their shift Battalion Chief. The Battalion Chief shall make a recommendation to the Chief Training Officer to convene the review board consisting of the Fire Chief, Chief Training Officer and shift Battalion Chief.

Upon successful completion of the review board, the candidate's name will be added to the list of Acting Battalion Chiefs. A copy of the completed check-off list and evaluation notes will be placed in the candidate's personnel file.

A current list of personnel qualified as Battalion Chiefs (Acting) shall be maintained.

9.06.03 Acting Chief Training Officer

The Chief Training Officer (Acting) position shall be assigned by the Fire Chief or the Chief Training Officer.

Personnel assigned to the acting position shall have full authority and responsibility consistent with their training and experience.

A primary goal of the acting position is to meet the operational needs of the department and to provide training for career development.

9.06.04 Acting Captain

Candidates for the Acting Captain's position shall have a minimum of 3-1/2 years in fire suppression and be qualified as an Acting Engineer.

The purpose of the Acting Captain's position is to assume the role of Captain and provide the leadership that is required to carry out the goals and objectives of the organization and to provide for professional development.

Qualification as Acting Captain may be approved upon completing the Acting Captain's check-off list, recommendation of Battalion Chief and by successfully completing a review board consisting of the Chief Training Officer, Shift Battalion Chief and Shift Training Captain. All check-off items shall be signed by a Company Officer or Battalion Chief.

Qualifying as Acting Captain:

Candidate shall obtain a copy of the Acting Captain's check-off list and reference guide from their Company Officer.

Candidate shall forward the completed list to their Shift Battalion Chief. The Battalion Chief shall then make a recommendation to the Chief Training Officer to convene the review board. If a candidate is not recommended, the Battalion Chief will advise them of such in writing within five days. Notification will include reasons why candidate was not recommended.

Upon successful completion of the review board, the Chief Training Officer will recommend to the Fire Chief that the candidate's name be added to the list of Acting Captains. A copy of the completed check-off list and evaluation notes will be placed in the candidate's personnel file. Upon approval of the Fire Chief, the candidate's name may be placed on the qualified Acting Captains list.

A Captain shall be present on the apparatus when candidates are responding to emergency calls as part of their qualification process. Items on the check-off list shall be signed off by a Company Officer or Battalion Chief only.

9.06.05 Acting Engineer

Firefighters may be assigned as necessary to perform the duties of an Engineer.

The primary goals of the Acting Engineer's position are to meet the operational requirements of the Department and to provide training for career development.

Qualifying as Acting Engineer

Qualifying of acting Engineers shall be as outlined.

1. Shall have passed Probationary Exam II.
2. Complete requirements for Restricted Firefighter Class B license.
3. Shall be required to know all streets in the City of Mountain View.

4. Shall demonstrate, as a result of either Company Officer training, a Pump Operator's course, or a Fire Service hydraulics course, sufficient knowledge of the apparatus and pump operations to properly perform the duties of an Acting Engineer. The Company Officer will contact the Shift Training Captain when the trainee is ready for certification of operation.

The two segments of certification:

1. Handle apparatus safely under adverse traffic conditions. Be able to judge distances, maneuver turns and be able to park.
2. Demonstrate the ability to operate the pump properly with a thorough knowledge of hydraulic field formulas.

The Company Officers will be responsible for recommending to the Shift Training Captain if the operator possesses the minimum level of skill of a good defensive and courteous driver.

9.07 Station and Duty Assignments

It is the policy of the Mountain View Fire Department to assign personnel to stations and duties in order to equalize experience and workloads and to minimize costs.

Suppression Division companies should have reassignments of sufficient length of time to enable efficient teamwork to develop within each company. However, rotation of assignments should be made to maintain standardization, balanced experience and teamwork at a department level.

Requested transfers of personnel between shifts or stations will be allowed providing the department needs are satisfied.

To transfer to a station requires an opening or an administrative change. An agreeable transfer between two persons from equal classifications which is also agreeable by the company officers is the easiest way to ensure the station of your choice.

Duty reassignments may be made each three to five years. More than five years in one duty station or assignment is not recommended but may be done if personnel and department needs are met.

9.07.01 Procedure

Duty reassignments and disposition of requests for transfer of Suppression Division personnel will be made by the appropriate Battalion Chiefs (of the shifts involved).

Duty reassignments of Fire Prevention Bureau personnel will be made by the Fire Marshal.

Probationary personnel will be assigned according to Division II, Article 28 of the Mountain View Fire Department General Orders.

All requests for transfer will be made on Form GO-29 and submitted to, the Battalion Chief. These requests will be filed and kept for three years. To change or cancel a request, you need only request it by submitting another GO-29.

Shift openings occur when there has been a new position authorized or through attrition, such as termination or retirement.

Requests for a cross-shift transfer will be considered only until the opening is filled. It will be considered filled when a transfer has been approved or a new probationary person has been assigned to the shift.

A station opening on a shift will be considered open until filled by a permanent assignment of a nonprobationary person by the Battalion Chief.

Persons transferred by administrative change shall stay at that duty station a minimum of 90 days before a request for transfer out of that duty station may be approved.

Requests for the same opening by more than one person and administrative transfers will generally be decided on a seniority basis when the needs of the department have first been met. Exceptions to this will be documented and approved by the Fire Chief.

Upon an individual's request, the Battalion Chief will provide, in writing, the reasons for denial of a requested transfer or initiation of an unrequested transfer.

9.08 Modified Work Assignment (Nonindustrial Light Duty)

All employees on extended sick leave, maternity leave, who cannot perform their regular fire suppression duties but are capable of performing other, less strenuous duties, may request of the Fire Chief a light-duty assignment. Nonindustrial light-duty assignments shall be voluntary and honored subject to departmental needs.

9.08.01 Nonindustrial light duty is defined as duty in the Suppression Division and shall be limited to administrative research, training evolutions, records maintenance, investigations, Battalion Chief's aide, inspections, HazMat and/or public presentations relating thereto. Fire Prevention Bureau and Emergency Communications Division areas may also be considered when mutually agreed to by the Fire Chief and the injured employee.

9.08.02 Nonindustrial light-duty assignments shall be allowed only after documented proof has been submitted from a physician verifying that said employee is physically able to perform such non-emergency duty.

9.08.03 Scheduling shall be consistent with the affected employee's regular work schedule (i.e., 24-hour employee will remain on 24-hour work schedule).

9.08.04 Maternity cases include those before and after the birth of a child.

9.08.05 Employees on nonindustrial light duty shall not be counted for the purpose of daily minimum staffing.

9.09 Fire Prevention Officer/Fire Training Officer

The purpose of the Fire Prevention Officer/Fire Training Officer program is to provide an opportunity for partially disabled Firefighters to continue their fire service careers and provide the personnel resources necessary to conduct an effective Fire Prevention Program.

Pay equity for Fire Prevention Officer I, II and III and Fire Training Officer I, II and III with Firefighter, Fire Engineer and Fire Captain respectively.

9.09.01 The position of Fire Prevention Officer is designed specifically for Firefighters, Engineers and Captains, who, through occupational injury or illness, are limited physically from performing the full duties required of suppression or Deputy Fire Marshal position. Consequently, the duties of

the Fire Prevention Officer will typically be narrower in scope than that of Deputy Fire Marshal.

The position of Fire Prevention Officer shall in no way replace or negate the current authorized level of positions of Deputy Fire Marshal (two Deputy Fire Marshal positions are permanently authorized).

9.09.02 Should organizational needs dictate, disabled Suppression Division personnel may be placed in the Fire Prevention Bureau or Preparedness Division.

9.09.03 Promotional guidelines for fire prevention officer/fire training officer.

Flexibility in time requirement for completion of courses required for FPO/FTO positions.

Promotional test between FPO/FTO (i.e. FPO I to FPO II, FTO II to FTO III) levels shall have a 70 percent pass point.

9.10 Performance Reports

The parties agree to review the City's performance evaluation standards for validity and objectivity.

9.10.01 Purpose and Policy

It is the responsibility of Management to prepare periodic evaluations of performance results to measure and record the employee's performance. Strengths and weaknesses will be documented and recommended courses of corrective action outlined for correction and improvement. Evaluations may be used to develop career plans for the employees to encourage them to reach their ultimate potentials.

9.10.02 Standards of Performance

It shall be the duty of the Employee Services Director to administer such service rating plan or program as may be approved by the City Manager for the purpose of measuring the job performance of officers and employees in the classified service. Such service rating plans shall attempt to measure, as objectively as possible, both quantity and quality of work, the manner in which the service is rendered, and the observance of regulations and procedures properly governing the performance of duties.

9.10.03 Performance Ratings

The Employee Services Director shall require department heads to submit periodic service ratings of individual employees upon forms prescribed. Service ratings shall be based upon the independent judgments of one or more supervisory personnel, including the immediate superior to the employee whose services are being rated. The factors and the method of scoring shall be the same for all employees in the same class. The completed performance report shall be presented to the employee for review and signature, and then forwarded to the Employee Services Director for review and any appropriate action. If a performance report may result in a step decrease or the withholding of a step, the Employee Services Director should review prior to the affected employee's review and signature. The employee's signature on the form shall mean an actual interview between the employee and the supervisor has taken place but does not necessarily constitute agreement by the employee with the content of the form.

9.10.04 Reporting Performance

Reports of performance shall be filed with the Employee Services Director for all nonmanagement permanent employees at least once a year. For all probationers, a performance evaluation report shall be submitted by the end of the sixth month. For probationary Firefighters personnel, reports shall be submitted at the end of the sixth and eleventh month of employment.

Additional performance reports may be requested on any employee by the Employee Services Director. Additional reports may also be submitted by the employee's Department Head if the Department Head feels the employee's performance justifies the submission of the special report.

9.10.05 Appeals on Report of Performance Rating

Appeals of performance ratings shall be governed by the provisions in Section 10.00 of City Rules and Regulations

9.10.06 Use of Performance Evaluation

Performance ratings shall be taken into consideration for purposes of rejection, discharge, demotion, promotion, transfer, permanent status, and salary increases.

9.11 Causes for Disciplinary Actions

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

1. Conduct or behavior not becoming of an employee.
2. Fraud in securing appointment.
3. Inexcusable neglect of duty.
4. Violation of safety rules.
5. Nonobservance of work hours.
6. Being in the unauthorized possession of, or under the influence of alcoholic beverages, nonprescription or unauthorized narcotics or dangerous drugs during working hours.
7. Refusal or failure to perform lawful work assigned.
8. Unauthorized soliciting on City property.
9. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
10. Offensive treatment of the public or another employee.
11. Disobedience of or insubordination to proper authority.
12. Misuse of City property.
13. Violation of any of the provisions of any City rules, Code, Charter or departmental rules and regulations.
14. Falsification of City records.
15. Theft.
16. Dishonest or unethical conduct (for example, abuse of sick leave, release of confidential information, unauthorized leave).

9.12 Predisciplinary Conference Procedures

9.12.01 Prior to taking any disciplinary action, other than an oral counseling or written reprimand, against a permanent employee, the department head shall notify the employee in writing of the following:

1. The proposed disciplinary action;
2. The nature of the charges and/or violation of City regulations and policies;
3. The reasons for the proposed action;
4. The materials upon which the action is based;
5. The right of the employee to respond at a specified place and time;
6. The right of the employee to be represented by an attorney or other representative at any further proceedings.

9.12.02 Any employee notified pursuant to 9.12.01(1) above who desires to respond to said notification shall do so at the time and place specified in the notification. Failure to so respond shall be deemed an intentional waiver of the employee's right to submit an oral or written response to the proposed disciplinary action before the action is taken.

9.12.03 If the employee or his/her designated representative requests the right to respond orally to the proposed discipline within the time frame specified in the notice issued pursuant to 9.12.01, imposition of proposed discipline shall be deferred until after the oral response is received by the department head. If the employee elects to respond in writing, imposition of discipline shall be deferred until receipt and review by the department head of the written response.

9.12.04 Where an oral response has been elected, the department head has the responsibility to conduct a predisciplinary conference. It is the department head's responsibility to coordinate the scheduling of the conference, including: (1) the date, time and place; and (2) forwarding of notices of such information to all interested parties within ten (10) working days of the employee's request. The department head or designated representative shall conduct the conference informally and shall be responsible for receiving the employee's and/or his/her representative's response to the proposed discipline. The conference shall

be conducted informally and shall be limited to the presentation of information by and through the employee and/or his/her representatives in response to the charges and allegations set forth in the notice of proposed discipline.

9.12.05 In the event the employee is unable to respond to the charges within the time permitted and demonstrates the reasonableness of a need for a continuance, the department head or hearing officer may grant a continuance of up to an additional five (5) calendar days. Demonstration of reasonableness shall be limited to matters which preclude the employee from making a timely response to the charge, such as personal injury to the employee or a death in his/her immediate family.

9.12.06 The time limits described herein are essential and may only be modified or enlarged by mutual consent of both the employee and the department head or his/her designee.

9.12.07 In the discretion of the department head and subject to the affected prediscipline conferences of individual employee's consent, employees subject to discipline may be consolidated where related or similar issues are present.

9.12.08 As soon as practicable after conclusion of the predisciplinary conference, the department head shall notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. Said notification shall also advise the employee of any right of appeal.

9.12.09 Disciplinary Mediation:

Following issuance of the notice of disciplinary action pursuant to Section 9.12.8 and prior to imposition of the discipline, the employee subject to discipline, the employee's association and the City, by mutual agreement, may request mediation to attempt to resolve any disputes over the proposed discipline. The parties may mutually agree to pursue mediation any time following issuance of the notice of discipline and up to the time the discipline is scheduled to go to appeal. If the parties cannot agree on a mediator, they may request a mediator from the State Mediation and Conciliation Service. The mediator shall not hold a hearing, nor have authority to make recommendations to resolve the discipline except by mutual agreement of the parties. In the event the discipline is not resolved through mediation, neither evidence nor concessions agreed to or

offered during mediation shall be admissible at any subsequent administrative or judicial proceeding concerning the discipline.

9.13 Grievance Procedures

9.13.01 Definition of a Grievance

A grievance is defined as a claim or dispute by an employee or group of employees concerning any action or inaction by a department head or City management of any violation, misinterpretation, inequitable application or noncompliance with the provisions of the Personnel Rules and Regulations or of administrative procedures governing personnel practices or working conditions. A grievance may be filed by an employee in his own behalf, or jointly by any group of employees or by an employee organization.

9.13.02 Informal Grievance Procedure

An informal grievance is any dispute or disciplinary action consisting of suspensions of less than five (5) calendar days or 56 hours for personnel working 24-hour shifts or any less severe disciplinary actions. Within seven (7) calendar days of an event giving rise to a dispute, the employee or the employee representative shall present the dispute informally to the Captain or Battalion Chief as appropriate. The employee and supervisor have a mutual responsibility to make a good faith effort to resolve the matter at the lowest possible level. The supervisor shall respond in writing or verbally to the employee within seven (7) calendar days of the meeting with the employee.

9.13.03 Formal Grievance Procedure

The processing of an informal grievance shall be necessary prior to the filing of a formal grievance.

An employee, group of employees or recognized employee organization may utilize this formal grievance procedure if not satisfied with the results of the informal grievance procedure, including:

- A. A Current MOU between the City and a recognized employee organization.
- B. The City's Personnel Rules and Regulations.

- C. An infringement of an employee's personal rights, such as discrimination, harassment or the capricious use of supervisory or management authority.
- D. A dispute involving any disciplinary action taken against a permanent or probationary promotional employee.
- E. Performance evaluations resulting in step decrease.
- F. Settle a dispute not resolved in a grievance procedure.

The following matters are specifically excluded from consideration under this appeal procedure.

- A. The determination of the contents of job classifications.
- B. The determinations of procedures and standards of selection for employment and promotion.
- C. Items which require a capital expenditure.
- D. Items subject to the meet-and-confer process as defined in the California Government Code.
- E. All City rights and employee rights specified in the City's Employer/Employee Relations Resolution.

9.13.04 Formal Grievance Procedure – Step 1

If the employee feels that the issue in dispute was not resolved in the informal grievance procedure, the grievance shall be submitted in writing to the Department Head or appropriate management employee on the approved grievance form. The grievance form shall be submitted within ten (10) calendar days after the employee receives the decision from the City management employee, who represents the final step of the informal grievance procedure. The written grievance shall contain the following information:

- A. Identifies the aggrieved.
- B. The specific nature of the grievance, including a description of time, place and relevant events.

- C. Delineates the article(s) of the MOU alleged to have been violated, improperly interpreted, applied or misapplied.
- D. The consideration given and steps taken to secure informal resolution of the problem.
- E. Describes the corrective action desired.
- F. The name of any person or representative.

After review and consideration, the department head shall respond in writing to the employee within ten (10) calendar days of receiving the formal grievance.

9.13.05 Formal Grievance Procedure – Step 2

- A. Disputes: If the employee feels that the issue was not resolved at Step 1 of the formal grievance procedure, the employee or employee representative shall submit in writing a grievance on the approved grievance form to the Employee Services Director or his/her designee within seven (7) calendar days from the date of the department head's response. After review and consideration, the Employee Services Director or his/her designee shall respond in writing within seven (7) calendar days from the date of receipt of the employee's formal grievance contesting either a dispute or a disciplinary matter not subject to a predisciplinary (Skelly) conference.
- B. Disciplinary Actions: If the employee chooses to contest any dismissal, suspension, demotion or salary decrease, the following information should be submitted in writing to the Employee Services Director or his/her designee within seven (7) calendar days from the date of the notice of dismissal, suspension, demotion or salary decrease. The following shall be submitted in writing:
 - i. Name of the aggrieved.
 - ii. A description of the corrective action desired.

9.13.06 Formal Appeals

In the case of the Disciplinary Appeals, the request for a formal appeal must be made by the employee or union representative, with permission

from the employee. For Dispute Appeals, the written request for a formal will also be accepted from a union representative.

For either Disciplinary Appeals or Dispute Appeals, the written request must be filed within (10) working days from the date of the Employee Services Director's final written decision. Request for a formal appeal shall be filed with the Employee Services Director.

9.13.06.01 Contents of the Formal Appeal

The written formal appeal shall contain information which:

- A. Identifies the aggrieved hereinafter to as the appellant;
- B. States the date of the Employee Services Director's response to Step 2 of the formal grievance procedure;
- C. In the case of a dispute or disciplinary grievance, specifies the nature of the appeal, including description of time and place and relevant events;
- D. Only in the case of a dispute grievance, delineates the article(s) of the MOU alleged to have been violated, improperly interpreted, applied or misapplied;
- E. Describes the corrected action desired; and
- F. The name, title and address of the person chosen by the appellant to represent the appellant before the Appeals Board. The appellant may be self-represented.

9.13.07 Appointment of Appeals Board

Upon receipt of an appeal by the Employee Services Director, an Appeals Board shall be formed. Within ten (10) calendar days following the receipt of the appeal, the Employee Services Director or designee shall appoint two (2) representatives to the Appeals Board, and the appellant shall appoint two (2) representatives to the Appeals Board. No Appeals Board representative shall be an employee of the same department as the appellant, but all four (4) appointed representatives must be employees of the City. The parties shall concurrently, with the appointment process, mutually agree to the selection of one (1) non-City employee to serve as a fifth voting member and chairperson of the Appeals Board. If the parties

cannot agree on the fifth voting member, the fifth member shall be appointed by the State Mediator and Conciliation Office. The names of all five (5) members of the Appeals Board shall be received by the Employee Service Director or designee no later than ten (10) calendar days following his/her receipt of the appeals. If either the City Manager or designee or the appellant fail to appoint within this time, then the Employee Services Director shall, upon notice to the delinquent party, appoint employees to any vacant Appeals Board position. Request for a time extension shall be mutually agreed upon by both parties. All time extension requests shall be made in writing.

9.13.08 Date of Hearing – Notice

Immediately after receiving the names of the members of the Appeals Board, the Employee Services Director shall set a date for the Appeals Board to hold hearing on the matter of appeal. Such a hearing shall be held no later than twenty-five (25) calendar days following the naming of the Appeals Board unless a later date is agreed to by the appellant or it is not reasonably possible to convene the Appeals Board within the twenty-five (25) calendar days. Taking into consideration the time necessary for all parties to prepare the matter for a hearing, the Employee Services Director shall immediately, upon the selection of a hearing date, give written notice of the date, location, time of the hearing and identify the Appeals Board members to the appellant, the department head and other appropriate persons from whose action the appeal is made.

9.13.09 Hearing

- A. At the date, time and place specified, the Appeals Board shall conduct a hearing on the appeal filed.
- B. Unless incapacitated, the appellant shall personally appear before the Appeals Board at the time and place of the hearing and shall not be excused from answering questions and supplying information, except upon claim of Constitutional privilege.
- C. Upon conclusion of the hearing, the Appeals Board shall certify its finding and recommendations within fifteen (15) calendar days to the City Manager, with copies to the Employee Services Director, appropriate department head and appellant.
- D. In the event of absence, illness or disability of a majority of the Appeals Board, the time limitation shall not be used to invalidate the

appeal procedure or deprive any employee of the right to a hearing. Rather, the hearing shall be continued by the Employee Services Director from time to time until a majority of the Appeals Board is present.

E. Cost incurred by the grievance proceeding shall be divided as follows:

1. Union and City shall share equally the cost of the court recorder.
2. Transcripts shall be secured through the Employee Services Department or his/her representative. Employee Services Department shall provide one copy of the transcript to the Union and shall retain one copy for City records.
3. City shall pay other costs (i.e. meeting room(s), clerical support, meals, board per diem if applicable).

9.13.10 City Manager Review

The City Manager shall review the finding and recommendations of the Appeals Board and shall, within fifteen (15) calendar days following the receipt of the recommendation from the Appeals Board, affirm, revoke or modify the action taken. The City Manager's decision shall be final.

Summary of Time Requirements

* All Days are calendar

Informal Grievance

Employee to file with Supervisor	7 days
Supervisor response to Employee	7 days

Formal Grievance – Step 1

Employee file with Department Head	10 days
Department Head response to Employee	10 days

Formal Grievance – Step 2

Employee to file with Employee Services Director	7 days
Employee Services Director response to Employee	7 days

Formal Appeal – Filing

Employee to file with Employee Services Director 10 days

Formal Appeal – Procedures Following Receipt of Appeal

Appointment of Appeals Board members 10 days

Appeal Hearing –
within 25 days after naming of Appeals Board

Appeals Board Recommendation of City Manager –
within 15 days after Appeals Hearing

City Manager issue final written decision –
within 15 days following receipt of Appeals Board recommendation

Total possible days 123

9.14 Common Meal Site

Employees are required by the City due to the nature of fire suppression work to eat their meals in the fire station. Employees must contribute financially to congregate meals in the fire station at a charge equal to the value of the meals, irrespective of whether the employee chooses to eat the meal.

9.15 Grooming Standards

The purpose of grooming standards is to provide a reasonable degree of freedom of choice in personal appearance without sacrificing any measure of safety for Fire personnel while engaged in the performance of their duties.

All department members shall, while on duty, be neat, clean and maintain a professional appearance at all times. Supervisors will be responsible for the grooming and appearance of their subordinates.

Facial hair is not permitted when it interferes with the ability to maintain a seal or otherwise impairs the effectiveness of mask-to-skin contact with a self-contained Breathing Apparatus face piece.

Hair shall be styled or restrained at all times and not cause delay in emergency response or performance of duties. Hair length shall not extend past the bottom edge of the protective hood, nor shall it interfere or obstruct vision.

Beards are not permitted under any circumstance for personnel subject to using SCBAs.

Mustaches and sideburns may be worn if desired but shall not be worn where face mask seal makes contact with skin.

City and Union must mutually agree to any changes.

9.16 Sanitation, Maintenance and Upkeep

The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire stations. The City furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire stations.

9.17 HazMat Team Assignments

9.17.01 HazMat Vacancies

When a vacancy occurs on the HazMat Team, the assignment should be offered to employees of the vacated rank, based on seniority with the Fire Department. For example, an "A" Shift HazMat Fire Engineer retires. The vacated position would first be offered to all Fire Engineers based on seniority. Employees who qualify for open positions, but are not trained, shall be trained and certified within one (1) year.

9.17.02 HazMat Promotions

If a vacancy cannot be filled by the procedure outlined in Item 9.17.01 above, then the Fire Chief may make a promotion to fill the position. If the employee who is promoted is not HazMat qualified, that employee will be required to successfully complete the HazMat qualification classes within one year of promotion.

9.17.03 HazMat Demotions

Employees who wish to transfer off the HazMat Team shall make a request in writing to the Fire Chief. Since such a transfer involves a

change in rank, the change will be considered a demotion. In order to request a demotion off the HazMat Team, there must be an opening available of the rank requested or two employees of the same rank who are both HazMat qualified may make a voluntary switch. For example, a "C" Shift HazMat Firefighter wants to transfer off the HazMat Team. In order for him/her to request a demotion, there must be a vacant Firefighter position or a qualified HazMat firefighter who is willing to voluntarily trade with him/her.

9.17.04 HazMat Assignment

There shall be a crew of three (3) employees (one Captain, one Engineer, one Firefighter-Paramedic or Firefighter) per shift assigned as a HazMat team. Two additional employees per shift shall be assigned as HazMat backup personnel.

Firefighter/Paramedics may be assigned to serve on the HazMat Team as openings occur. Up to three (3) Firefighter/Paramedics shall be allowed to fill HazMat positions as their seniority dictates and will be assigned to the HazMat Company. Total compensated personnel shall not exceed fifteen (15) personnel (nine HazMat I (3 Captains, 3 Engineers and 3 Firefighters or Firefighter/Paramedics) and six HazMat II (2 Captains, 2 Engineers, 2 Firefighter or Firefighter/Paramedics)).

9.17.05 HazMat Certification

All regular and backup HazMat employees shall be certified HazMat technicians (EPA or its equivalent). Such employees shall receive regular training and be subject to annual requalification, and to baseline and medical evaluations in accordance with the requirements of current Department of Labor Hazardous Waste Operations and Emergency Response regulations. Such employees shall be subject to the requirements of pertinent State law.

9.17.06 HazMat Compensation

All regular HazMat employees shall receive a premium of 5 percent above their regular monthly salary. All backup HazMat employees shall receive a premium of 2-1/2 percent above their regular salary and an additional 2-1/2 percent premium for each shift when they are assigned to HazMat training or on which they are assigned or required to perform HazMat emergency duties.

Up to three (3) Firefighter/Paramedics shall be compensated as openings occur at a specialty pay rate of either 2.5 percent or 5 percent depending on whether they fill a HazMat I or HazMat II team opening.

9.17.07 HazMat Recall and Staffing

The Fire Chief may recall any certified HazMat employee when regular team staffing falls below three per shift. No HazMat team shall be in service with less than two certified employees.

9.17.08 Additional Training

Employees who qualify and are assigned to open positions, but are not trained, shall be trained and certified within one (1) year. Certified noncompensated employees may be assigned to HazMat responsibilities when needed for vacation or relief duties. When so assigned, such employees will received the 5 percent per shift premium pay provided for in Section 9.1.06 above.

9.17.09 Probationary Firefighters

No probationary firefighters shall be assigned to HazMat duties or to HazMat training.

9.17.10 HazMat Program Review

The City and the Union agree to continue regular meetings to review the entire HazMat program. There shall be no further change in the working conditions of employees without the City fulfilling its obligations to meet-and-confer under the Meyers-Milias-Brown Act.

10.00 Joint Committee

Union and City agree to form a joint City/Union committee comprised of four (4) members appointed by the President of the Union and three (3) members appointed by the City Manager. The committee shall meet on as-needed basis to discuss any and all issues not falling under the guidelines of collective bargaining.

10.00.01 Items that Joint Committee Will Study

10.00.01.01 Drug and Alcohol Policy

10.00.01.02 Promotional Guidelines

Union and City agree to form a joint committee to review promotional guidelines for the positions of Fire Engineer, Fire Captain and Deputy Fire Marshal. The Committee will be comprised of three (3) members appointed by the Union President and three (3) members from the City shall be appointed by the City Manager or his/her designee. There shall be one (1) representative each from ranks of Firefighter, Fire Engineer, Fire Captain and Deputy Fire Marshal. The Committee will be responsible for reviewing current promotional guidelines and developing recommendations to the Fire Chief. The Committee shall meet and confer regarding these guidelines **during the term of this contract.**

10.00.01.03 Sick Leave Usage

10.00.01.04 General Orders

10.01 Successor

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

10.02 Saving Clause

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

10.03 Full Understanding, Modification and Waiver

10.03.01 This Agreement sets forth the entire understanding of the parties regarding the matters set forth herein, and any other prior or existing full and entire understanding of the parties regarding the matters set forth herein, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

10.03.02 Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and

agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of the agreement.

10.03.03 No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties.

10.03.04 Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. However, the City shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.

10.03.05 The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

- **Training Policy**

The City reserves the right to meet and confer with the Local during the term of this contract concerning adoption of a training policy.

- **Contract Reopeners**

Agree to remove existing language in 10.04 of the current MOU.

- **Side Letter Agreements**

1. **Arbitration**

Develop procedures to encourage and increase dialogue toward resolution of issues and disagreements on contract interpretation, implementation and enforcement before they become disputes. Identify and establish a list of alternative methods of dispute resolution including mediation, third-party facilitation, conferencing and limited resort to arbitration for disputes and grievances arising out of contract language. Establish procedures that address personnel complaints, internal affairs investigations and the implementation of the Firefighters Bill of Rights. (Binding arbitration will not be a topic of discussion relative to interest or disciplinary issues.)

City Staff and IAFF, Local 1965 (the TEAM) shall agree to a meeting schedule so that the work on this reopener can be completed with a report back to Council no later than July 1, 2008.

The Mayor shall appoint a two-member ad hoc Council subcommittee by December 31, 2007 to meet with the TEAM on a monthly basis as a reference point towards completing the work of the TEAM on time.

2. Section 9.13.10—Grievance and Appeals Procedures and Internal Affairs Policy

Subject to side letter agreement between the parties to meet and confer during the term of the contract concerning changes to the grievance, disciplinary procedures and internal affairs process.

- Catastrophic Leave Policy

City is developing City-wide policy to be reviewed with employee groups.

- Retroactivity

The City's proposal is conditioned on the bargaining teams reaching tentative agreement on the entire contract on or before December 31, 2007.

11.00 Alternative Dispute Resolution

11.00.01 Binding Arbitration for Contract Interpretation

Subject to the provisions and limitations set forth in this Section 11.00, et seq., at the option of the Union, binding arbitration shall be available for unresolved grievances which focus on and dispute the interpretation of specific language in the MOU.

(a) If a dispute arises involving the interpretation of specific language in the current MOU and does not involve other grievable matters, and if the decision of the Employee Services Director in the grievance procedure (Section 9.13, et seq.) does not resolve the dispute to the satisfaction of the Union, the Union may have the contract interpretation issue submitted to an impartial arbitrator for final and binding review. It is understood and agreed by the parties that binding arbitration provided in this section is expressly limited to disputes and grievances

arising from the interpretation of specific MOU language and shall not apply to any other alleged grievance, including but not limited to any disciplinary matter, performance evaluation, report or ratings at any stage of the process, including investigation, or to interest issues and/or bargaining.

(b) Grievances or disputes involving the interpretation of the MOU, which are related to any other alleged grievance, including but not limited to, disciplinary matters, performance evaluations, reports or ratings, etc., at any stage of the process, including investigation, shall be raised and determined as part of that underlying grievance through the process set forth in Section 9.13, or pursuant to an alternate method which the Union and the City may agree to in writing.

11.00.02 Request for Arbitration: Timing

(a) If the Union elects to pursue the remedy of binding arbitration as provided in Section 11.00.01, the Union shall have twenty (20) working days from the date a written response is received from the Employee Services Director to require that the provision requiring interpretation be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City.

(b) The Union and City shall complete the arbitration within sixty (60) days of the filing of the request for arbitration. The parties shall concurrently submit initial briefs on their position in the arbitration to the arbitrator within twenty (20) days of the naming of the arbitrator and reply briefs shall be submitted within ten (10) days of the opening briefs. The initial briefs and reply briefs shall be limited to two-page letter briefs unless the parties agree in writing to an alternate schedule and/or a different format or length for the briefs. The City shall prepare the record of the proceedings at their cost and furnish a copy to the Union within twenty (20) days of the Union's election to arbitrate.

(c) If the Union or City fails to comply with the timeframes set forth in 11.00.02(b) and the delay causes the hearing before the arbitrator not to be completed within the sixty (60) day period, the other party may demand that the party violating the timeframes pay the fees for the arbitrator's time and the cost of the court reporter, if any. If the parties cannot agree on who is at fault, the question may be submitted to the arbitrator as part of the proceeding and the arbitrator can render a decision on whether one party was at fault for the delay and assess the sanction of the fees/costs as set forth in this section against the party who caused the delay. If both parties contributed to the delay, no sanction shall be imposed.

11.00.03 Selection of the Arbitrator

If the parties cannot agree on an arbitrator, the State Mediation and Conciliation Service shall be requested to supply a panel of seven (7) names. Alternate names shall be stricken until only one (1) name remains. The party to strike first shall be chosen by coin flip, the winner elects who will strike the first name. In subsequent arbitrations, the party who lost the prior coin flip will elect who strikes first. The Union/employee and City may also agree to employ the services of a retired Santa Clara County judge who may serve as the arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City.

11.00.04 Jurisdiction of the Arbitrator: Application and Enforcement

- (a) The parties understand and agree that these provisions constitute a limit on the jurisdiction of the arbitrator which cannot be waived by the City, or Union absent express written modifications to this section formally approved by the City Council and Union.
- (b) The arbitrator shall be charged with issuing a written decision indicating the meaning of the contract language at issue. The arbitrator's ruling may include an order for the City to make a payment to an employee(s) if the payment arises out of the interpretation of the contract language as determined by the arbitrator. The decision of the arbitrator shall be final and binding and not subject to review or modification by the City Manager.
- (c) The arbitrator's ruling shall be limited to prospective relief only and said ruling shall have no retroactive effect or application except as provided in this section. If the ruling results in the City being required to change an existing policy or payment methodology, the City shall comply with the ruling from the date of the arbitrator's ruling, except to the extent the change would violate state or federal law. The arbitrator's ruling may require the City or Union to take actions or make payments or reimbursements dating back to the beginning date of the current MOU or two (2) years from the date of the arbitrator's decision, whichever is less. In complying with the ruling, the City shall promptly make any payments or corrections to policy, methodologies or practices as may be required by the ruling. If the Union wishes to dispute or grieve a contract language interpretation and seek a retroactive application or remedy, the exclusive method for resolving that dispute or grievance shall be through the procedure set forth in Section 9.13.

12.00 Signatures

CITY OF MOUNTAIN VIEW

MOUNTAIN VIEW PROFESSIONAL
FIREFIGHTERS, LOCAL 1965

Kathy Farrar
Employee Services Director

John Miguel, President
Mountain View Professional
Firefighters

Andy Smith
Battalion Chief

Wade Trammell
Negotiator

Ruth-Corona Garcia
Senior Personnel Analyst

Bob Holder
Negotiator

Kevin Woodhouse
Assistant to the City Manager

Zack Bond
Negotiator

Richard Bolanos,
Attorney
Liberty, Cassidy, Whitmore

David Swim
Chief Spokesperson
IAFF, Local 1965

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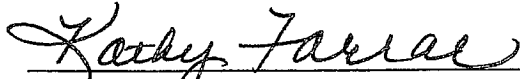
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Signatures

CITY OF MOUNTAIN VIEW



Kathy Farrar
Employee Services Director

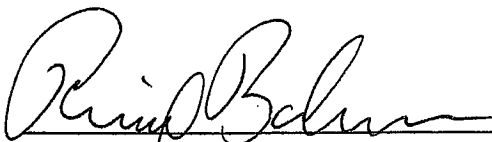
Andy Smith
Battalion Chief



Ruth-Corona Garcia
Senior Personnel Analyst

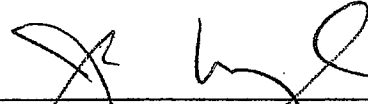


Kevin Woodhouse
Assistant to the City Manager

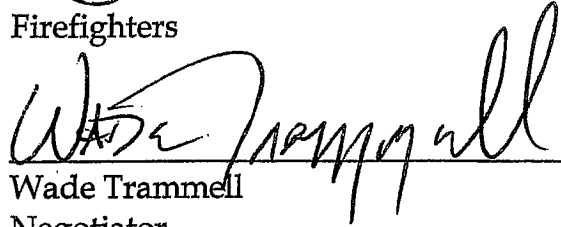


Richard Bolanos,
Attorney
Liberty, Cassidy, Whitmore

MOUNTAIN VIEW PROFESSIONAL
FIREFIGHTERS, LOCAL 1965



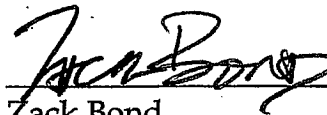
John Miguel, President
Mountain View Professional
Firefighters



Wade Trammell
Negotiator



Bob Holder
Negotiator



Zack Bond
Negotiator



David Swim
Chief Spokesperson
IAFF, Local 1965